

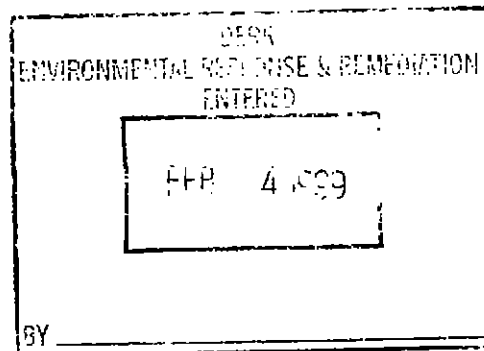
OFFICE OF THE ATTORNEY GENERAL, STATE OF UTAH
MEMORANDUM

TO: Duane Mortensen, ERR
Don Verbica, SHW

FROM: Laura Lockhart *LL*

DATE: February 3, 1999

RE: BRAC transfer documents



Enclosed to Duane are copies of the most important BRAC transfer documents. Enclosed to Don are copies of all BRAC transfer documents. Duane, I suggest that you keep this memo with the documents so anybody at ERR looking for the complete set will know to check SHW.

Don, I assume this stuff won't be archived until the project is finished - which I guess means never given the ongoing nature of the CCRs. What do you think?



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A PROFESSIONAL CORPORATION

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GAINER M. WALDBILLIG
REAGAN L. BRENNEMAN
WALTER A. ROMNEY, JR.

ATTORNEY
GENERAL

FEB 1 - 1999

ENVIRONMENT

ATTORNEYS AT LAW
ONE UTAH CENTER
THIRTEENTH FLOOR
201 SOUTH MAIN STREET
SALT LAKE CITY, UTAH 84111-2216

EDWARD W. CLYDE
(1917-1991)

OF COUNSEL
ELLIOTT LEE PRATT

TELEPHONE
(801) 322-2516

FAX (801) 521-6280
css@clydesnow.com

* ALSO ADMITTED IN WASHINGTON, D.C.

January 28, 1999

HAND DELIVERED

Laura Lockhart
Assistant Attorney General
Environment Division
160 East 300 South, 5th Floor
Salt Lake City, Utah 84114-0873

Re: TEAD - Deed and CCRs

Dear Laura:

Enclosed for your file are recorded copies of the Deed and the CCRs. Thank you again so much for your cooperation and assistance on this very unique project. It was great to work with you.

Very truly yours,


D. Brent Rose

WHEN RECORDED RETURN TO:

D. Brent Rose
Clyde Snow Sessions & Swenson
201 South Main Street 13th Floor
Salt Lake City, UT 84111-2216

E 124236 B 0547 P 0823
Date 6-JAN-1999 9:53am
Fee: No Fee Check
CALLEN B. PESHELL, Recorder
Filed By RGO
For REDEVELOPMENT AGENCY OF TOOELE
TOOELE COUNTY CORPORATION

No Documentary transfer tax due

Attorney

DEED

THIS DEED, made and entered into between the **UNITED STATES OF AMERICA**, hereinafter referred to as the **GRANTOR**, acting by and through the Secretary of the Army, under and pursuant to the power and authority contained in the Defense Base Closure and Realignment Act of 1990 (Public Law 101-510, Part A, Title XXIX; 10 U.S.C. section 2687 note), as amended, and the **REDEVELOPMENT AGENCY OF TOOELE CITY**, a redevelopment agency organized and existing under the Utah Neighborhood Development Act, §17A-2-1201 *et seq.*, Utah Code Annotated, 1953, as amended, hereinafter referred to as the **GRANTEE**. The term **GRANTOR**, wherever used herein, and any pronouns used in place thereof, shall include the United States of America and its assigns. The term **GRANTEE**, wherever used herein, and any pronouns used in place thereof, shall mean the Redevelopment Agency of Tooele City, unless otherwise specifically provided herein.

WITNESSETH THAT:

WHEREAS, the 1993 Defense Base Closure and Realignment Commission, pursuant to Public Law 101-510, as amended, required the Department of Defense to realign the maintenance mission of the Tooele Army Depot, and in connection therewith dispose of certain surplus real and personal property at the Tooele Army Depot (TEAD), situated in the County of Tooele, State of Utah; and

WHEREAS, the **GRANTOR** is the owner of certain real property located within TEAD, a portion of which is to be herein conveyed, that portion is hereinafter referred to as the **Property**, consisting of approximately 1621 acres and more fully described at Exhibit A herein and for purposes of this Deed, the term **Parcel** shall mean a particular parcel within the **Property** held by the **GRANTEE**, or a successor or assign, at any given point in time; and

WHEREAS, under the provisions of the Utah Neighborhood Development Act, Section 17A-2-1201 *et seq.*, Utah Code Annotated, 1953, as amended, the **GRANTEE** qualifies as the "redevelopment authority" with regard to the **Property**, and the **GRANTOR**, for purposes of section 2905(b)(4)(A) of Public Law No. 101-510, as amended (section 2905 of Public Law No. 101-510 as amended by section 2903 of Public Law No. 103-160), has recognized the **GRANTEE** as such; and

WHEREAS, TEAD is located within a rural area, as such phrase has been defined by the Department of Defense Base Reuse Manual (DOD 4165.66-M and 32 CFR 91.7(f)(5)); and

WHEREAS, the **GRANTOR**, as authorized by Public Law No. 101-510, as amended, and implementing regulations has determined that the **GRANTEE**'s application meets the criteria for conveyance to assist economic development and has accepted the **GRANTEE**'s application and made a final disposal decision with regard to the **Property** as documented in that certain Memorandum of Agreement Contract to Purchase/Sell, dated May 15, 1996, as amended (MOA), a copy of which is located in the administrative files of the Sacramento District, U.S. Army Corps of Engineers, Real Estate Division; and

WHEREAS, Section 334 of Public Law 104-201 allows, with the concurrence of the Governor of the State of Utah and the Administrator of the United States Environmental Protection Agency (USEPA), for the transfer of the **Property** prior to completion of all the necessary environmental remediation actions required under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1980, as amended, which concurrences have been received, copies of which are attached hereto as Exhibit B; and

WHEREAS, the **Property** is part of the TEAD, which the USEPA, pursuant to Section 105 of the CERCLA, 42 U.S.C. Section 9605, placed on the National Priorities

List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on October 1, 1990; and

WHEREAS, the **GRANTOR** has provided the **GRANTEE** with a copy of the TEAD Federal Facility Agreement (FFA), entered into by USEPA Region VIII, the Utah Department of Health (predecessor agency to the Utah Department of Environmental Quality), and the Army, that was effective on September 16, 1991, and all amendments thereto; and

WHEREAS, TEAD is operating under the conditions of a Utah Hazardous Waste Post Closure Permit (PCP) issued by the State of Utah, Department of Environmental Quality on January 7, 1991, which includes corrective action requirements. The **GRANTOR** has provided a copy of the PCP to the **GRANTEE**; and

WHEREAS, there are areas on the **Property** that will continue to be subject to *corrective action and remediation under terms of the PCP and FFA*; and

WHEREAS, the **Property** will continue to be subject to the post-closure requirements of the PCP after corrective action and remediation have been completed and may be subject to operation and maintenance of completed remedial or response actions under the FFA; and

WHEREAS, notwithstanding the change in ownership of the **Property**, the **GRANTOR** has agreed to continue to be responsible for implementing corrective, remedial and response actions under the PCP and the FFA, and to be responsible for post-closure activities under the PCP and requirements for operation and maintenance of completed remedial or response actions under the FFA; and

WHEREAS, the Utah State Historic Preservation Office has determined that no structures, monuments, or other property within the subject **Property** were identified as having any historical significance; and

WHEREAS, with regard to the **Property**, the **GRANTOR** has fulfilled the requirements of the Stewart B. McKinney Homeless Assistance Act, 40 U.S.C. 11411.

A. NOW, THEREFORE, the **GRANTOR**, for and in consideration of the monetary sum of \$1.00, and other valuable consideration, the receipt and sufficiency of which are

hereby acknowledged, and subject to the **Declaration of Covenants, Conditions, and Restrictions (CCRs)**, recorded **JAN. 6, 1999** at **E 124235 B 0547 P 0764**, a copy of which is attached hereto as Exhibit C and incorporated herein, does hereby remise, release, grant and convey to the **GRANTEE**, all right, title, interest, claim and demand, which the **GRANTOR** has in and to the **Property**, including all fixtures located therein; together with all and singular, the appurtenances, hereditaments, improvements, tenements and certain utility systems, as defined in Paragraph, **UTILITY SYSTEMS CONVEYED**, owned by the **GRANTOR**, now existing on, over, within and under the subject parcels of the **Property**, thereunto belonging or in any way appertaining, and the reversions, remainders, issues, profits and rent thereof, except as hereinafter otherwise expressly provided, but reserving certain exclusions, reservations, covenants, conditions, and restrictions of this **DEED**.

1. WATER RIGHTS CONVEYED:

The **GRANTOR** herein conveys with the **Property** only those water rights associated with Well Number 2 identified of record in the office of the State Engineer of the State of Utah as Water Right Number 15-316(A15019), Certificate Number 5262.

2. UTILITIES SYSTEMS CONVEYED:

a. **STORM DRAIN SYSTEM.** The storm drain system within the **Property**, as shown in Exhibit D, is included in the transfer to the **GRANTEE**. The **GRANTEE** will be responsible for compliance with Federal and Utah State Stormwater Discharge regulations by user(s) of the storm drain system within the **Property**. The **GRANTEE** will oversee stormwater discharge onto the **GRANTOR** retained property from the **Property** and be responsible for corrective, remedial and response actions required as a result of non-compliance with stormwater discharge regulations by user(s) of the system within the **Property**, as required by the covenant contained in Paragraph, **NOTICE OF STORMWATER DISCHARGE REQUIREMENTS**, herein.

b. **SEWER SYSTEM.** The sewer system and lines as shown in Exhibit E are conveyed to the **GRANTEE**. An easement for such portions of the lines to be conveyed which are located on **GRANTOR** retained property will be granted to the **GRANTEE** under separate agreement. Until the City of Tooele installs a new sewer trunk line, all sewage will empty into the **GRANTOR**'s sewage lagoon. The

GRANTEE will reimburse the **GRANTOR** for use of the sewage lagoon by that certain utility sales agreement between the **GRANTOR** and the **GRANTEE** dated (~~UNDATED~~). The **GRANTEE** will oversee discharges from the **Property** into the **GRANTOR**'s sewage lagoon to insure compliance with the provisions of Paragraph, NOTICE OF SANITARY SEWER DISCHARGE REQUIREMENTS, herein.

c. **WATER WELL NUMBER 2 SYSTEM.** Water Well Number 2 System, the location of which is depicted in Exhibit F, together with the casing, pump, water storage tank and other equipment and distribution system and facilities associated therewith, is conveyed to the **GRANTEE**.

d. **COMMUNICATIONS SYSTEM.** All communications systems and lines within the industrial area of the **Property** and certain communication systems and lines within the Administrative area of the **Property**, as shown in Exhibit G, are conveyed to the **GRANTEE**. An easement for such portion of the lines to be conveyed which are located on **GRANTOR** retained property will be granted to the **GRANTEE** under separate agreement.

e. **INDUSTRIAL WASTE WATER TREATMENT PLANT.** All buildings, facilities and equipment associated with the Industrial Wastewater Treatment Plant as shown in Exhibit H are conveyed to the **GRANTEE**.

f. **HEATING PLANTS.** All heating plants and associated transmission systems within the **Property**, as shown in Exhibit I, are conveyed to the **GRANTEE**.

g. **INTERIOR UTILITY SYSTEMS.** Electrical, natural gas, water (except as provided herein) and communication lines (except as provided herein) are granted within each building or facility and on the exterior of each building or facility to the meter location or future meter or utility box location or at a point approximately 5 (five) feet from each building or facility.

3. **RAILROAD FACILITIES:**

The **GRANTOR** hereby conveys to the **GRANTEE** all railroad facilities and systems within the **Property**, subject to the following:

- a. The **GRANTOR** reserves the right to continue to use railroad facilities within the **Property** at no cost to the **GRANTOR**. The **GRANTOR** reserves the right to enter upon the **Property** for the purpose of maintaining those portions of the rail lines that are, or may in a national emergency, be used by the **GRANTOR**.
- b. The **GRANTEE**, and its successors and assigns, may not remove any portion of the rail lines on the **Property**, as shown in Exhibit J, which are currently or have the potential, in case of national emergency, to be required for use by the **GRANTOR**, without the written consent of the **GRANTOR**.
- c. The railroad classification yard and certain rail lines located on Army retained property, as shown in Exhibit K, are available for joint use with the **GRANTOR** by the **GRANTEE**, and its successors and assigns. A non-exclusive easement for use of such **GRANTOR** retained railroad facilities will be granted to the **GRANTEE** under a separate agreement.

4. ASSIGNMENT OF INTERIM LEASES:

The **GRANTOR** assigns to the **GRANTEE** and the **GRANTEE** agrees to accept the interim leases existing on the **Property** at the time of conveyance as listed in Exhibit L. With respect to that portion of the **Property** encumbered by an interim lease as of the date of this DEED, the **GRANTEE**, its successors and assigns, accept all rights and responsibilities of the **GRANTOR** under the assigned interim leases pursuant to the terms and conditions thereof, except any environmental liabilities and obligations of the **GRANTOR** under Federal and State laws, regulations and policies, or under the PCP, FFA and CCRs, and other liability arising out of or related to actions occurring or conditions existing prior to the assignment. With respect to that portion of the **Property** encumbered by an interim lease as of the date of this DEED, the **GRANTEE**, its successors and assigns, agree to indemnify and hold harmless the **GRANTOR**, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, actions taken with regard to the assigned interim leases after the date of assignment, except as otherwise expressly provided for in this section. With respect to that portion of the **Property** encumbered by an interim lease as of the date of this DEED, the **GRANTEE's**, and its successors' and assigns', obligation hereunder shall apply whenever the **GRANTOR** incurs costs or liabilities for actions giving rise to liability under this section.

5. EASEMENT APPURTENANT:

The **GRANTOR** grants to the **GRANTEE**, and its successors and assigns, a non-exclusive permanent easement for ingress and egress from the Administrative area to the Industrial area over the Main Entrance Road and the Maintenance and Supply Road as shown in Exhibit M. Said access under the easement shall be available to all traffic, except carriers 20,000 pounds gross weight and over. Said easement shall be subject to such rules and regulations as the Commander of TEAD may prescribe from time to time.

B. UTILITY SYSTEMS RETAINED:

The **GRANTOR** retains ownership of the electrical and natural gas systems, the water system as shown in Exhibit N, and the communication systems as shown in Exhibit O. The retention point for the **GRANTOR**'s retained ownership of the electric, gas, and water systems will be the meter location or future meter or utility box location or at a point approximately 5 (five) feet from each building or facility. The **GRANTOR** will operate all utility systems that it owns until such time as utility systems are conveyed to appropriate providers. Until such time as utility systems are conveyed to appropriate providers, the **GRANTOR** will provide utility services to the **GRANTEE**, and to its successors and assignees, on a cost reimbursable basis by separate utility agreement. The **GRANTOR** shall be under no obligation to furnish utilities or services to the **GRANTEE**, its successors or assigns for an indefinite period of time.

C. EXCLUSIONS, RESERVATIONS, COVENANTS, CONDITIONS, AND RESTRICTIONS:

This DEED is made subject to the following **EXCLUSIONS, RESERVATIONS, COVENANTS, CONDITIONS, AND RESTRICTIONS:**

1. The **GRANTOR** reserves all those rights and benefits reserved to the **GRANTOR** in the CCRs. By accepting this DEED, the **GRANTEE**, and its successors and assigns accept and agree to be bound by all covenants, conditions and restrictions set forth in the CCRs as the same relate to a **Parcel** owned by the **GRANTEE**, or its successors or assigns at any given point in time, including, without limitation, the right of the **GRANTOR** to amend the CCRs as provided in Article IX thereof; and the **GRANTEE** and its successors and assigns, hereby agree that such CCRs shall be binding upon the **GRANTEE** and its

successors and assigns as the same relates to such **Parcel**, subject to the termination, removal and modification provisions of Article VIII of the **CCRs**.

2. The **GRANTOR** reserves an irrevocable and permanent easement over the **Property** (Environmental Protection Easement), to include but not limited to access on and over adjacent property, which grants to the **GRANTOR** the following rights:

a. The right to access the **Property** for the following purposes:

- (1) To conduct and oversee investigations relating to contamination on or near the **Property**, including, without limitation, sampling of air, water, sediments, soils, and specifically, without limitation, obtaining split or duplicate samples.
- (2) To conduct and oversee corrective, remedial and response actions under the FFA and PCP.
- (3) To conduct and oversee operation and maintenance of corrective, remedial or response actions, and any action required by the post-closure requirements of the PCP.
- (4) To verify that no action is being taken on the **Property** in violation of the terms of this DEED or the **CCRs**.
- (5) To conduct periodic reviews of the corrective, remedial, and response actions, including but not limited to, reviews required by applicable statutes and/or regulations.
- (6) To implement additional or new corrective, remedial or response actions if the **GRANTOR**, in its discretion, determines that such actions are necessary to protect human health and the environment because the original action has proven to be ineffective, because previously unknown contamination from past **GRANTOR** activities must be remediated, or because new technology has been developed which will accomplish the purposes of the corrective, remedial or response actions in a significantly more efficient or cost effective manner.

- b. The right to enforce the requirements of the CCRs, the FFA and the PCP;
- c. The right to grant access to regulatory agencies to conduct and oversee the activities described in subparagraph 2.a. of Paragraph, EXCLUSIONS, RESERVATIONS, COVENANTS, CONDITIONS, AND RESTRICTIONS.
- d. In exercising the rights hereunder, the **GRANTOR** and its officers, agents, employees, contractors and subcontractors shall give the **GRANTEE** or its successors and assigns reasonable notice, appropriate to the circumstances, of actions required by or exercised under the CCRs, FFA, PCP, or other environmental programs. Any such additional or new corrective, remedial or response actions to the extent practicable, shall be coordinated with the **GRANTEE**, or its successors and assigns, with respect to the **Parcel**, and be performed in a manner that will avoid or minimize, to the extent feasible and without significant additional cost to the **GRANTOR**, interference with the operations of the **GRANTEE**, or its successors and assigns. The **GRANTEE** agrees, that notwithstanding any other provision of this DEED, the **GRANTOR** assumes no liability to the **GRANTEE**, its successors, assigns, or any other person, should additional remediation, corrective action or response interfere with the use of the **Property**, except as otherwise provided herein, in the CCRs, or under applicable law.

3. The **GRANTOR** reserves transferable, non-exclusive, permanent easements and access rights 10 feet in width, in, on, over and across the **Property** and centered on the existing gas, electric, water, and communication lines retained by the **GRANTOR**, as shown in Exhibit O. for potential future conveyance to appropriate utility providers. Said easements and rights-of-way shall be for the purpose of locating, constructing, operating, maintaining, altering, repairing and patrolling these systems together with the right to trim, cut, fell and remove therefrom, trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the easements and access rights; reserving, however, to the **GRANTEE** and its successors and assigns, the right to relocate such easements and the rights at the expense of the **GRANTEE** and its successors and assigns; and reserving the right to the **GRANTEE**, and its successors and assigns, to use and cross such easements and access rights; however, such rights of the **GRANTEE**, and its successors and assigns, are subject to existing easements and access rights. The reserved easements set forth in this paragraph are subject to the following terms and conditions:

- a. Except in case of an emergency, the **GRANTOR** will provide the **GRANTEE** prior notice of its entry onto the easement area;
- b. In the utilization of any easement rights reserved herein, the **GRANTOR** will exercise due care in the performance of excavations and other work required herein and restore the easement areas following such work to a safe and usable condition;
- c. The **GRANTOR** will comply with all applicable law and lawful existing regulations;
- d. When conducting activities pursuant to the easement rights granted herein, the **GRANTOR** will take such soil and resource conservation and protection measures on the land covered by the easements as required under applicable law;
- e. Subject to the availability of appropriated funds as required under applicable law and regulations, the **GRANTOR** will pay for the damages to the lands or other property of the **GRANTEE** caused by the **GRANTOR**, its employees, contractors, or employees of the contractors arising from its use, occupancy, or operations within the easement areas, provided that all work done as authorized under this grant of easement shall not be considered as damages to lands;
- f. The **GRANTOR** will allow the occupancy and use by the **GRANTEE**, its permittees, or lessees of any part of the easement areas not actually occupied or required for the purpose of the full and safe utilization thereof, so long as such occupancy and use does not compromise the ability of the **GRANTOR** to use the easements for their intended purposes, as set forth herein;
- g. Upon abandonment or release of any easement as provided herein, the **GRANTOR** will restore any easement area so far as reasonably possible to a condition similar to the condition of the area prior to the granting of the easement, unless this requirement is waived in writing by the **GRANTEE**.
- h. The easements granted shall be for the specific use described and may not be construed to include the further right to authorize any other use within the easements unless approved in writing by the fee holder of the land subject to the easement; and

i. Any transfer of the easements by assignment, lease, operating agreement, or otherwise must include the notice required in Paragraph, ENFORCEMENT AND NOTICE REQUIREMENT; and

j. Unless otherwise provided, no interest granted shall give the **GRANTOR** any right to remove any material, earth, or stone for consideration or other purpose except as necessary in exercising its rights hereunder.

4. The **GRANTOR** reserves mineral rights that the **GRANTOR** has presently or may at a future date be determined to validly hold, provided that such reservation does not include any right to surface entry for the purpose of mineral excavation.

5. The **Property** is conveyed, subject to any and all valid and existing recorded outstanding liens, licenses, leases, easements, and any other encumbrances made for the purpose of streets, utility systems, rights-of-way, railroads, pipelines, and/or covenants, exceptions, interests, reservations, agreements, and applicable restrictions of record.

D. TO HAVE AND TO HOLD the **Property** unto the **GRANTEE** and its successors and assigns forever, provided that this DEED is made and accepted upon each of the following covenants and conditions, as applicable, which conditions shall be binding upon and enforceable against the **GRANTEE**, its successors and assigns, in perpetuity, as follows:

1. **"AS IS"**.

Except as specified herein and in the **CCRs**, the **Property** is conveyed "As Is, Where Is" without any representation, warranty or guarantee, by the **GRANTOR** pursuant to applicable law, as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for allowance or deduction upon such grounds will be considered. Except as agreed upon by the **GRANTOR** in writing herein and/or as specified in the **CCRs**, FFA and PCP, or as otherwise provided by law, there is no obligation on the part of the **GRANTOR** to make any alterations, repairs or additions, and said **GRANTOR** shall not be liable for any latent or patent defects in the **Property**. The **GRANTEE** acknowledges that the **GRANTOR** has made no representation or warranty concerning the condition and state of repair of the buildings and appurtenances on the **Property** nor any agreement or promise to alter,

improve, adapt, or repair any portion of the **Property**, except as may be otherwise agreed upon by the **GRANTOR** in writing herein, or as otherwise provided in the **CCRs**.

2. ENVIRONMENTAL CONDITION OF PROPERTY.

The **GRANTEE** has received the technical environmental reports, prepared by, or on behalf of, the **GRANTOR**, the **GRANTEE**, and others, including a Finding of Suitability for Early Transfer (FOSET), dated Oct. 5, 1998, which is incorporated into and made a part of this DEED, and which is located in the administrative records of the Environmental Management Office of Tooele Army Depot, and the Environmental Baseline Survey Summary (EBS) of the BRAC Parcels at Tooele Army Depot, dated May, 1998, attached hereto as Exhibit P. The **GRANTOR** represents that the technical environmental reports describe the environmental condition of the **Property**, to the best of the **GRANTOR**'s knowledge. The **GRANTEE** has inspected the **Property** and subject to the conditions disclosed and the specified remediation required in these documents, accepts the physical condition and current level of environmental hazards on the **Property** and deems the **Property** to be safe for the **GRANTEE**'s intended use provided the **CCRs** placed on the **Property** are followed. The **GRANTEE**, its successors and assigns, as consideration for the conveyance, agree to release the **GRANTOR** from any liability or responsibility for all claims arising out of or in any way predicated upon the release of any hazardous substance, pollutant, contaminant, or petroleum product on the **Property** occurring after the conveyance, where such substance, pollutant, contaminant, or petroleum product was placed on the **Property** by the **GRANTEE**, or its agents or contractors, after the conveyance, unless the release was caused by the **GRANTOR**, or its agents or contractors. This paragraph shall not affect the **GRANTOR**'s responsibilities to conduct corrective, remedial and response actions, or to conduct operation and maintenance or post-closure activities that are required by the FFA, PCP, and **CCRs** and by applicable laws, rules, and regulations.

3. FEDERAL FACILITY AGREEMENT AND POST CLOSURE PERMIT.

The **GRANTOR** acknowledges that TEAD has been identified as a National Priority List (NPL) Site under CERCLA. The **GRANTOR** also acknowledges that TEAD is operating under the conditions of a PCP (which includes corrective, remedial and response actions requirements) and an FFA. The **GRANTOR** has provided the **GRANTEE** with a copy of the FFA and will provide copies of all subsequent modifications thereto. The **GRANTOR** has also provided the **GRANTEE** with a copy of the PCP issued by the Utah

Department of Environmental Quality and will provide copies of all subsequent modifications thereto. The **GRANTEE**, and its successors and assigns, agree that, should any matter addressed in the FFA or PCP, or in any orders, approvals, or records of decision issued under the FFA, PCP, CERCLA, RCRA, or the Utah Solid and Hazardous Waste Act (Utah Code Ann. Title 19, Section 6, Part 1) as the foregoing presently exist or may be amended in a manner consistent with the original purposes thereof (collectively the FFA or PCP), conflict with any such matter which is addressed in the DEED or with respect to which the DEED is silent, the FFA or PCP will control. The foregoing sentence, however, shall not supersede any of the requirements and provisions of Section 8.6 or Article IX of the CCRs. The **GRANTEE**, and its successors and assigns, further agree that the **GRANTOR** assumes no liability to the **GRANTEE**, and its successors and assigns, should implementation of the FFA or PCP interfere with the use of the **Property**. The **GRANTEE**, and its successors and assigns, shall have no claim on account of any such interference against the **GRANTOR** or any officer, agent, employee or contractor thereof, except as otherwise provided herein or under federal law. The **GRANTOR** shall continue to be responsible for implementing corrective, remedial and response actions under the PCP and FFA and shall be responsible for post-closure activities under the PCP, and for operation and maintenance and periodic reviews under the FFA. Nothing in this paragraph is intended to cause a forfeiture of title to the **Property** or any interest therein.

4. **ADDITIONS AND MODIFICATIONS TO COVENANTS AND RESTRICTIONS.**

- a. The procedure for adding covenants or restrictions to the **Property** after the date of this transfer is contained in the CCRs, Article IX.
- b. The procedure for modification or removal of covenants or restrictions to the **Property** after the date of this transfer is contained in the CCRs, Article VIII.

5. **INDEMNIFICATION.**

- a. The **GRANTOR** recognizes its obligation to hold harmless, defend, and indemnify the **GRANTEE** and any successor, assignee, transferee, lender, or lessee of the **GRANTEE** or its successors and assigns, as provided in Section 330 of the Department of Defense Authorization Act of 1993, 10 U.S.C. Section 2687 (note entitled "Indemnification of Transferees of Closing Defense Property"), as amended, and to otherwise meet its obligations under law.

b. The **GRANTEE** shall indemnify and hold the **GRANTOR** harmless from all claims, liability, loss, cost, environmental contamination, or damage arising out of or resulting from any actions by the **GRANTEE** and/or any improvements made to or work conducted on the **Property** by the **GRANTEE**, its agents, employees, or contractors prior to the date of this DEED. The **GRANTEE** shall not be obligated to indemnify for environmental contamination caused by the **GRANTOR**, its agents, employees, or contractors, for the environmental contamination and conditions described in the FOSET and the EBS and the other environmental technical documents referenced in the FOSET and the EBS or liabilities excepted in Paragraph, ASSIGNMENT OF INTERIM LEASES.

c. The **GRANTEE** shall indemnify and hold the **GRANTOR** harmless from all claims, liability, loss, cost, environmental contamination, or damage arising out of or resulting from any violations by the **GRANTEE** of the stormwater and sanitary sewer discharge requirements set forth in this DEED.

6. **NOTICE OF THE PRESENCE OF ASBESTOS.**

a. The **GRANTEE**, and its successors and assigns, are hereby informed and do acknowledge that friable and non-friable asbestos or asbestos-containing materials ("ACM") has been found on portions of the **Property** as shown in Exhibit Q, as described in the Environmental Baseline Survey Summary in Section 4-7, and the Pickering Environmental Consultants, Asbestos Survey Report for Tooele Army Depot, dated February 1, 1991. To the best of the **GRANTOR**'s knowledge, all asbestos hazards have been abated and the ACM on the **Property** does not currently pose a threat to human health or the environment.

b. The **GRANTEE**, and its successors and assigns, covenant and agree that their use and occupancy of the **Parcel** will be in compliance with all applicable laws relating to asbestos; and that the **GRANTOR** assumes no liability for damages for future remediation or for personal injury, illness, disability, or death, to the **GRANTEE**, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity occurring after the date of this transfer, causing or leading to contact of any kind whatsoever with asbestos on the **Property** described in this DEED, whether the **GRANTEE**, its successors or assigns have properly warned or failed properly to warn the individual(s) injured. The **GRANTEE**, on

behalf of itself, its successors and assigns covenants and agrees to be responsible for any remediation of asbestos or ACM found to be necessary on the **Parcel** after the date of conveyance.

7. **NOTICE OF THE PRESENCE OF LEAD BASED PAINT.**

a. The **GRANTEE**, its successors and assigns, are hereby informed and do acknowledge that all buildings on a **Parcel**, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. For purposes of this Paragraph, NOTICE OF THE PRESENCE OF LEAD BASED PAINT, "Residential Real Property" means any housing constructed prior to 1978, except housing for the elderly (households reserved for and composed of one or more persons 62 years of age or more at the time of initial occupancy) or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling. As of the date of this transfer, the only Residential Real Property located on the **Property** is shown in Exhibit R. Every purchaser of any interest in Residential Real Property is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in Residential Real Property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards.

b. Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces is contained in the Environmental Baseline Summary, attached as Exhibit S. All purchasers must receive the federally-approved pamphlet on lead poisoning prevention. Buildings constructed or rehabilitated prior to 1978 are assumed to contain lead-based paint. Buildings constructed after 1977 are assumed to be free of lead-based paint. No other surveys or studies assessing the possible presence of lead-based paint in former or existing buildings on the **Property** were performed by the **GRANTOR**. The **GRANTEE** hereby acknowledges receipt of the information described in this subparagraph.

c. The **GRANTEE** acknowledges that it has received the opportunity to conduct its own risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of this DEED. The **GRANTEE**, and its successors and assigns, covenant and agree that they shall not permit the occupancy or use of any buildings or structures on a **Parcel** constructed prior to 1978 existing on the date of transfer as Residential Real Property without complying with this Section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of any building or structure on a **Parcel** constructed prior to 1978 where its use subsequent to sale is intended for residential habitation, the **GRANTEE**, its successors and assigns specifically agree to comply, at their sole expense, with the following requirements:

- (1) The **GRANTEE**, its successors and assigns shall comply with the applicable abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992) (hereinafter Title X);
- (2) The **GRANTEE**, and its successors and assigns shall, after consideration of the guidelines and regulations established pursuant to Title X: (a) Comply with the joint HUD and EPA Disclosure Rule (24 CFR 35, Subpart H, 40 CFR 745, Subpart F), when applicable, by disclosing to prospective purchasers the known presence of lead-based paint and/or lead-based paint hazards as determined by previous risk assessments; and (b) Comply with the EPA lead-based paint work standards when conducting lead-based paint activities (40 CFR 745, Subpart L).
- (3) In complying with these requirements, the **GRANTEE**, its successors and assigns, covenant and agree to be responsible for any abatement or remediation of lead-based paint or lead-based paint hazards on a **Parcel** found to be necessary as a result of the subsequent use of any building or structure on such **Parcel** for residential purposes. The **GRANTEE**, its successors and assigns, covenant and agree to comply with solid or hazardous waste laws that may apply to any waste that may be generated during the course of lead-based paint abatement activities.

d. The **GRANTEE**, its successors and assigns, further agree to indemnify and hold harmless the **GRANTOR**, its officers, agents and employees, from and against all suits, claims, demands, or actions, liabilities, judgments, costs and attorney's fees arising out of, or in a manner predicated upon personal injury, death or property damage resulting from, related to, caused by or arising after the date of transfer out of lead-based paint or lead-based paint hazards on a **Parcel** if used for residential purposes.

e. The covenants, restrictions, and requirements of this Section shall be binding upon the **GRANTEE**, its successors and assigns and all future owners and shall be deemed to run with the land. The **GRANTEE** on behalf of itself, its successors and assigns covenants that it will include and make legally binding, this Section in all subsequent transfers, leases, or conveyance documents as required by Paragraph, ENFORCEMENT AND NOTICE REQUIREMENT.

8. **NOTICE OF THE POTENTIAL PRESENCE OF ORDNANCE.**

Ordnance and explosive waste investigations indicate the potential for the presence of small arms cartridges on or around the **Property**. The potential is based on the fact that security training exercises have been conducted on the **Property** in the past and spent cartridges have been found on site. In the event the **GRANTEE**, its successors, and assigns, should discover what appears to be live cartridges on the **Property**, the **GRANTEE**, and its successors and assigns, should notify the local police department or the TEAD Law Enforcement and Security Office.

9. **NOTICE OF THE PRESENCE OF POLYCHLORINATED BIPHENYLS.**

a. The **GRANTEE**, and its successors and assigns, are hereby informed and do acknowledge that equipment containing polychlorinated biphenyls (PCBs) exists on the **Property**, as described in the Environmental Baseline Survey Summary in Section 4-8. All PCB containing equipment has been properly labeled in accordance with applicable law and regulation. With the exception of the Transformer Storage Facility, located in Building 659, all PCB contamination or spills related to such equipment have been properly remediated prior to the date of this **DEED**. Investigations completed in 1996 at Building 659, have determined that residual PCB contamination of the floor surface must be cleaned up prior to occupancy. With the exception of building 659, to the best of the **GRANTOR**'s knowledge, the

PCB equipment located on the **Property** does not currently pose a threat to human health or the environment.

b. Upon request, the **GRANTOR** agrees to furnish to the **GRANTEE**, its successors and assigns, any and all records in its possession related to such PCB equipment necessary for the continued compliance by the **GRANTEE**, its successors and assigns, with applicable laws and regulations related to the use and storage of PCBs or PCB containing equipment.

c. The **GRANTEE**, its successors and assigns, covenant and agree that their continued possession, use and management of any PCB containing equipment will be in compliance with all applicable laws relating to PCBs and PCB containing equipment, and except as provided in or otherwise contemplated by the **CCRs**, or otherwise required under federal law, the **GRANTOR** assumes no liability for the remediation of any PCB contamination or damages for personal injury, illness, disability, or death to the **GRANTEE**, its successors or assigns, sublessees or to any other person, including members of the general public, arising from or incident to use, handling, management, disposition, or other activity of the **GRANTEE**, its successors or assigns, subsequent to the date of transfer, causing or leading to contact of any kind whatsoever with PCBs or PCB containing equipment, whether the **GRANTEE**, its successors or assigns have properly warned or failed to properly warn the affected individuals. The **GRANTEE**, its successors and assigns, agree to be responsible for any remediation of PCBs on the **Parcel** or PCB containing equipment found to be necessary resulting from its use or possession thereof following the transfer, except that the **GRANTOR** will be responsible for remediation of PCBs resulting from the PCBs contained in transformers or other components of the **GRANTOR** retained electrical utility system.

10. **NOTICE OF THE PRESENCE OF UNDERGROUND STORAGE TANKS.**

The **Property** contains a number of underground storage tanks used for the storage of heating oil. The Environmental Baseline Survey Summary, Table 4-10, contains additional information concerning the location and status of these tanks.

11. NOTICE OF NEARBY DEMILITARIZATION OPERATIONS.

The **GRANTEE**, its successors and assigns, and all future occupants of the **Property** are hereby notified that TEAD has the ongoing mission of demilitarization operations, which includes the destruction of various types of military ammunition, propellants, and rocket motors. These destruction activities may generate a plume of smoke and dust which may be seen from the **Property**, along with a loud boom that may be heard from the **Property**. Air overpressure caused by TEAD's demilitarization operations may, depending on wind speed, direction and other meteorological conditions, cause the rattling of windows on buildings located on the **Property**. TEAD has a program in place to minimize, as much as possible, the above mentioned impacts on the **Property**.

12. NOTICE OF STORMWATER DISCHARGE REQUIREMENTS.

a. The **GRANTOR** and **GRANTEE** acknowledge that stormwater runoff from the **Property** is being discharged onto **GRANTOR** retained property, and that stormwater discharge permits may be required by the Utah Department of Environmental Quality for future operations or activities on the **Property**. If such permits are required, the **GRANTEE** shall provide the **GRANTOR** with copies of the permits, and the results of all required water quality analyses. If it is determined by the **GRANTOR** or the Utah Department of Environmental Quality that discharges from the **Property**, not caused by the **GRANTOR**, are adversely affecting the property retained by the **GRANTOR**, the **GRANTEE** will take appropriate measures to eliminate such discharges.

b. The **GRANTOR** will grant to the **GRANTEE** an easement over **GRANTOR** retained property for the discharge of stormwater runoff onto **GRANTOR** retained property under a separate agreement between the **GRANTOR** and the **GRANTEE**. Such easement shall require the **GRANTEE** to comply with the requirements specified in paragraph a. above.

13. NOTICE OF SANITARY SEWER DISCHARGE REQUIREMENTS.

a. The **GRANTOR** and **GRANTEE** acknowledge that sanitary sewage from the **Property** will be discharged to the **GRANTOR**'s sewage lagoon pending completion by the City of Tooele of its planned interceptor line between the **Property** and Tooele City Public Owned Treatment Works. Discharge to the lagoon

by the **GRANTEE** will be limited to domestic wastewater. The **GRANTEE** will not discharge industrial wastewater to the lagoon.

b. If it is determined that discharges of wastewater from the **Property** into the **GRANTOR's** lagoon are in violation of subparagraph a. above, the **GRANTEE** will immediately take appropriate measures as shall be necessary to eliminate such discharges and assure subsequent compliance with the requirements of this section. The **GRANTEE** shall not be responsible for discharge of wastewater from Army retained property or property leased back by the Army.

14. **NON-DISCRIMINATION.**

With respect to activities related to the **Property**:

a. The **GRANTEE** shall not discriminate against any person or persons or exclude them from participation in the **GRANTEE's** operations, programs, or activities conducted on the **Property**, because of race, color, religion, sex, age, handicap, or national origin.

b. The **GRANTEE**, hereby gives assurances that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. section 2000d); the Age Discrimination Act of 1975 (42 U.S.C. section 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794). This assurance shall be binding on the **GRANTEE**, its successors, and assigns.

15. **ANTI-DEFICIENCY ACT.**

The **GRANTOR's** obligation to pay or reimburse any money under this DEED is subject to the availability of appropriated funds, and nothing in this DEED shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341.

16. **IMMUNITIES.**

The **GRANTEE**, its successors and assigns, are not entitled to any of the immunities which the United States may have had in using the **Property** while it was part of the TEAD. The **GRANTEE**, its successors and assigns, are not exempt from acquiring the

necessary permits and authorizations from, or from meeting the requirements of, any state and local laws, ordinances, and regulations before using the **Parcel** for any purpose. The **Property**, immediately after conveyance to the **GRANTEE**, will be subject to all state and local laws ordinances, and regulations. The **GRANTEE**, its successors and assigns, shall comply with the applicable environmental laws and regulations and all other Federal, state, and local laws, ordinances, and regulations that are or may become applicable to the **GRANTEE's**, its successors' and assigns', proposed activity on the **Parcel**. The **GRANTEE**, its successors and assigns, shall be solely responsible for compliance with the applicable Federal, state, and local requirements, independent of any existing permits or United States uses, with respect to the **Parcel**.

17. **ENFORCEMENT AND NOTICE REQUIREMENT.**

a. The provisions of this DEED benefit the governments of the United States of America, the State of Utah, acting on behalf of the public in general, the local governments of Tooele County and Tooele City, and the lands retained by the **GRANTOR** and, therefore, are enforceable, by resort to specific performance or legal process by the United States, the State of Utah, Tooele County, Tooele City, and by the **GRANTEE**, and its successors and assigns, and by no other persons or entities. Enforcement of this DEED shall be at the discretion of the parties entitled to enforcement hereof, and any forbearance, delay or omission to exercise their rights under this DEED in the event of a breach of any term of this DEED, shall not be deemed to be a waiver by any such party of such term or of any subsequent breach of the same or any other terms, or of any of the rights of said parties under this DEED. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. The enforcement rights set forth above against the **GRANTEE**, or its successors and assigns, shall only apply with respect to any particular **Parcel** held by such **GRANTEE**, its successor or assign and only with respect to matters occurring during the period of time such **GRANTEE**, its successor or assign, owned or occupied such **Parcel**.

b. The **GRANTEE**, its successors and assigns, shall include in any instrument conveying any interest in any portion of the **Parcel**, including but not limited to deeds, leases, and mortgages, a notice which is in substantially the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO THE
EFFECT OF THAT CERTAIN DEED FROM THE UNITED

STATES OF AMERICA TO THE REDEVELOPMENT
AGENCY OF TOOELE CITY DATED _____, 19 __,
RECORDED IN THE PUBLIC LAND RECORDS OF TOOELE
COUNTY, ON _____, 19 __, AS ENTRY NO. _____ IN
BOOK _____, PAGE _____, AND THE DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS, DATED
_____, 19 __, RECORDED IN THE PUBLIC LAND
RECORDS OF TOOELE COUNTY, STATE OF UTAH ON
_____, 19 __, AS ENTRY NO. _____ IN BOOK _____,
PAGE _____.

c. The **COVENANTS, CONDITIONS, and RESTRICTIONS** set forth in this DEED and the **CCRs** are a binding servitude on the applicable portions of the herein conveyed **Property** and will be deemed to run with such applicable portions of the **Property** in perpetuity. Restrictions, stipulations and covenants contained herein and in the **CCRs** will be inserted by the **GRANTEE**, its successors and assigns, verbatim, to the extent applicable, or by express reference in any deed or other legal instrument by which they divest themselves of either the fee simple title or any other lesser estate in the **Parcel** as provided in Paragraph b. above. The **GRANTEE**, its successors and assigns, shall neither transfer nor lease the **Parcel**, nor grant any interest, privilege, or license whatsoever in the **Parcel** without providing notice of the environmental protection provisions contained herein, and shall require notice of such environmental protection provisions in all further deeds, transfers, leases, or grants of any interest, privilege, or license, as provided in Paragraph b. above.

18. **GENERAL PROVISIONS.**

a. **LIBERAL CONSTRUCTION.** Any general rule of construction to the contrary notwithstanding, this DEED shall be liberally construed to effectuate the purpose of this DEED and the policy and purpose of CERCLA. If any provision of this DEED is found to be ambiguous, an interpretation consistent with the purpose of this DEED that would render the provision valid shall be favored over any interpretation that would render it invalid.

b. **SEVERABILITY.** If any provision of this DEED, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this DEED, or the application of such provisions to persons or circumstances other

than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

c. **NO FORFEITURE.** Nothing contained herein will result in a forfeiture or reversion of title in any respect.

d. **CAPTIONS.** The captions in this DEED have been inserted solely for convenience of reference and are not a part of this DEED and shall have no effect upon construction or interpretation.

e. **RIGHT TO PERFORM.** Any right which is exercisable by the **GRANTEE**, and its successors and assigns, to perform under this DEED may also be performed, in the event of default by the **GRANTEE**, or its successors and assigns, by a lender of the **GRANTEE** and its successors and assigns.

f. All easements granted or contemplated to be granted to the **GRANTEE** by the **GRANTOR** pursuant to this DEED shall be granted at no cost to the **GRANTEE**.

E. CERCLA NOTICE and COVENANTS.

1. Pursuant to Section 120(h)(3) of the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. Section 9620(h)(3), and Section 334 of the 1997 Defense Authorization Act, Public Law 102-401, the **GRANTOR** hereby notifies the **GRANTEE**, its successors and assigns, of the storage, release, and disposal of hazardous substances on the **Property**; available information regarding the type, quantity, and location of such substances and action taken is provided in Table 4-1 through 4-12 of the Environmental Baseline Survey Summary of the BRAC Parcels at Tooele Army Depot dated May 1998, attached hereto at Exhibit P. The information regarding this storage, release, and disposal indicates that there is no threat to human health and the environment provided that the **CCRs** are followed.

(a) The **GRANTOR** hereby covenants that prior to the date of this conveyance, all corrective, remedial and response actions necessary to protect human health and the environment has been taken with respect to that portion

of the **Property** identified in Section 8.5.4. of the **CCRs**, more particularly described in Exhibit T.

(b) The **GRANTOR** hereby covenants that all corrective, remedial and response actions necessary to protect human health and the environment with respect to any hazardous substances remaining on the **Property** after the date of transfer shall be conducted by the **GRANTOR**.

(c) With respect to all portions of the **Property** not included in Section 8.5.4. of the **CCRs**, the **GRANTOR** warrants that when all corrective, remedial and response actions have been taken that are necessary to protect human health and the environment with respect to any substance that remain(s) within an identified parcel of the **Property** on the date of transfer of title to the **Property**, the **GRANTOR** shall execute and deliver to the **GRANTEE**, its successors and assigns, an appropriate certificate in conformance with Section 8.5. of the **CCRs**. The making of the warranty shall be considered to satisfy the requirements of CERCLA, Section 120(h)(3)(A)(ii)(I). The deferral of this warranty shall not increase, diminish, or affect, in any manner, any rights or obligations of the **GRANTOR** with respect to the transfer of the **Property**.

2. The CERCLA warranty in paragraph 1. above shall not apply in any case in which the person or entity to whom the **Property** is transferred is a potentially responsible party with respect to such **Property**. For purposes of this paragraph, and paragraph 1. above, **GRANTOR** and **GRANTEE** agree that the mere tenancy or occupation of the **Property** by the **GRANTEE**, its successors or assigns, or the mere ownership of the **Property** by the **GRANTEE**, its successors or assigns, will not cause the **GRANTEE**, or its successors or assigns, to be a potentially responsible party under this covenant solely because or as a result of such tenancy, occupancy, or ownership of the **Property**.

3. The **GRANTOR** reserves an Environmental Protection Easement as provided in Paragraph, EXCLUSIONS, RESERVATIONS, COVENANTS, CONDITIONS, AND RESTRICTIONS of this DEED.

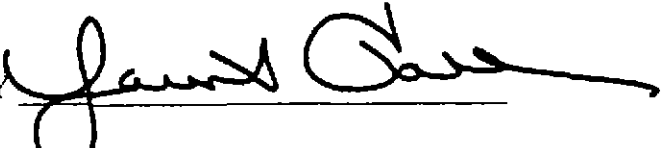
F. All rights and powers reserved to the **GRANTOR**, and all references in this DEED to **GRANTOR**, shall include its successor in function. The **GRANTOR** may agree to

waive, eliminate, or reduce the obligations of the **GRANTEE**, or any subsequent transferee, successor, assignee, licensee, or lessee, that are contained in this DEED and in the CCRs; provided, however, that any waiver, elimination or reduction of the obligations contained in the CCRs shall be made only as provided in the CCRs.

G. PROVIDED, HOWEVER, that the failure of the **GRANTOR** to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the **GRANTEE**, its successors and assigns, as applicable, with respect to such future performance pertaining to the **Parcel** shall continue in full force and effect.

H. PROVIDED, HOWEVER, that notwithstanding the provisions of the MOA, as amended, all of the terms and provisions of the MOA, as amended, shall merge with and into this DEED, except that Amendment No. 5 to the MOA, as set forth in Exhibit U, shall not merge but shall survive the execution, delivery and recording of this DEED.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed by Louis Caldera, Secretary of the Army, and the seal of the Department of the Army to be hereto affixed this 18th day of December, 1998.

BY 
Secretary of the Army

ACKNOWLEDGMENT

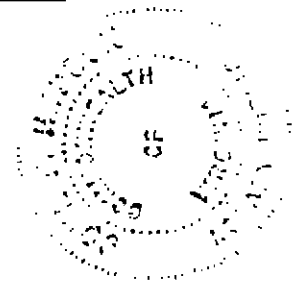
COMMONWEALTH of VIRGINIA)

COUNTY OF ARLINGTON)

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, whose commission as such expires on the 30th day of September, 1999, do hereby certify that this day personally appeared before me in the said Commonwealth of Virginia, County of Arlington Louis Caldera, Secretary of the Army, whose name is signed to the foregoing document dated the 18th day of December, 1998, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

Given under my hand this 18th day of December 1998.


NOTARY PUBLIC



ACCEPTANCE

The REDEVELOPMENT AGENCY OF TOOEELE CITY, the GRANTEE, a political subdivision of the State of Utah, hereby accepts and approves this DEED and agrees to all the covenants, conditions, restrictions, reservations, and terms contained therein.

IN WITNESS WHEREOF, the GRANTEE has caused these presents to be executed by the Chairman of the Board of Directors on this 11th day of DECEMBER 1998.

REDEVELOPMENT AGENCY OF TOOEELE CITY

By: Charlie Roberts
Chairman, Board of Directors

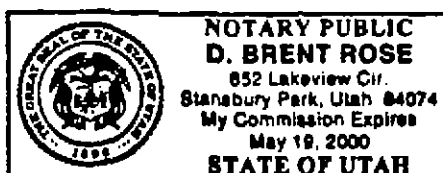
ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF TOOEELE

On this 11th day of December, 1998, before me personally appeared Charlie Roberts, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed same for and on behalf of the Redevelopment Agency of Tooele City and that the Redevelopment Agency of Tooele City executed same.

WITNESS my hand and official seal.



D Brent Rose
NOTARY PUBLIC

EXHIBITS

- A Map and legal description
- B Concurrence from the Governor of Utah and the Administrator of EPA
- C CCRs
- D Storm drain system conveyed
- E Sewer system conveyed
- F Water well 2 system
- G Communication systems
- H Industrial waste water treatment plant
- I Heating plants
- J Portions of railroad lines on the Property that may not be removed
- K Retained rail classification yard
- L List of interim leases
- M Ingress and egress on Main Entrance Road and Maint and Supply Road
- N Water system retained
- O Communications systems retained
- P EBS Summary
- Q Location of Asbestos
- R Location of Residential Real Property
- S Lead Based Paint
- T Portion of the Property identified in Section 8.5.4. of the CCRs where all remediation has been done
- U Amendment 5 to the MOA

E 124235 B 0547 P 0764
Date 6-JAN-1999 9:26am
Fee: No Fee Check
CALLEEN B. PESHELL, Recorder
Filed By RGO
For REDEVELOPMENT AGENCY OF TOOELE
TOOELE COUNTY CORPORATION

WHEN RECORDED, RETURN TO:

D. Brent Rose
Clyde Snow Sessions & Swenson
201 South Main Street, 13th Floor
Salt Lake City, UT 84111-2216

**DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
ECONOMIC DEVELOPMENT CONVEYANCE
TOOELE ARMY DEPOT**

DECEMBER 18, 1998

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ECONOMIC DEVELOPMENT CONVEYANCE is made and entered into this 18th day of December, 1998, by the United States of America, acting by and through the Secretary of the Army (the "Army"), pursuant to the Defense Base Closure and Realignment Act of 1990, Public Law 101-510, Part A, Title XXXIX, 10 U.S. Code 2687 Note.

TABLE OF CONTENTS

ARTICLE I	BACKGROUND AND PURPOSE
ARTICLE II	RECITALS
ARTICLE III	DEFINITIONS
ARTICLE IV	DECLARATION
ARTICLE V	DE-LISTING OF THE PROPERTY AS AN NPL SITE
ARTICLE VI	LONG-TERM RESTRICTIONS
ARTICLE VII	TEMPORARY RESTRICTIONS
ARTICLE VIII	TERMINATION, REMOVAL AND MODIFICATION
ARTICLE IX	SUBSEQUENT DISCOVERY OF CONTAMINATION
ARTICLE X	ENFORCEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS
ARTICLE XI	MISCELLANEOUS
EXHIBITS	

EXHIBIT C
(TOOELE)

E 124235 B 0547 P 0764

ARTICLE I BACKGROUND AND PURPOSE

1.1 The Army operated a military depot on the Property that is the subject of this Declaration (see the definition of "Property" further described in Section 3.15 below) from 1942 to the present. There are historical records and other information indicating that, during this time, releases and disposal of waste by the Army occurred on the Property at areas now known as solid waste management units ("SWMUs"). The Army has investigated and continues to investigate these SWMUs to characterize them, to determine whether they pose any threat to human health or the environment, and to determine whether they must be remediated or addressed in some other manner. Remediation with respect to some SWMUs has been completed, remediation continues for some SWMUs and will continue into the future as necessary.

1.2 In the course of its investigations, the Army has also discovered plumes of groundwater contamination. The Army is currently remediating some of this groundwater contamination, and is investigating the remaining groundwater contamination.

1.3 The purpose of this Declaration is to protect human health and the environment by restricting the use of the Property where there are SWMUs and contaminated groundwater and by notifying the Transferee of the obligation to exercise due care with respect to contaminated or potentially contaminated property. These covenants, conditions, and restrictions are described in Article VI, Article VII, Section 8.6, Article IX, and Section 11.1

1.4 These property use restrictions may be terminated as investigations and Response Actions are completed. The process for termination, removal and modification of the covenants, conditions, and restrictions is described in Article VIII.

1.5 In the Deed transferring title of the Property from the Army to the Redevelopment Agency of Tooele City, Utah (the "RDA"), the Army reserves an easement for access and enforcement.

ARTICLE II RECITALS

WHEREAS, the Army is the owner of certain federal land known as the Tooele Army Depot, situated in Tooele County, Utah; and

WHEREAS, the Defense Base Closure and Realignment Act of 1990, Public Law 101-510, as amended, (the "Act"), requires the Department of Defense to realign the maintenance mission of the Tooele Army Depot and in connection therewith dispose of certain real property at the Tooele Army Depot, said real property being more particularly described in Exhibit "A" (the "Property"); and

WHEREAS, the United States, as authorized by Public Law No. 101-510, as amended, and implementing regulations, has determined that the RDA application meets the criteria for conveyance to assist economic development and has accepted the RDA's application and has made a final disposal decision with regard to the Property; and

WHEREAS, the Army must transfer the Property in compliance with the provisions of the National Environmental Policy Act of 1969, as amended ("NEPA"), 42 USC 4321 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, as amended (CERCLA), 42 USC 9601, et. seq., and other appropriate guidelines, regulations, laws, and executive orders pertaining to the transfer of the Property to the RDA; and

WHEREAS, the Property is part of the Tooele Army Depot, which the U.S. Environmental Protection Agency ("USEPA"), pursuant to Section 105 of CERCLA, 42 U.S.C. section 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register (55 Fed. Reg. 35502, 35509; August 30, 1990); and

WHEREAS, Section 334 of the 1997 Defense Authorization Act, Public Law 104-201, provides for the transfer of contaminated federal property before the Army's completion of required Response Actions with the concurrence of the Governor of the State of Utah and the Administrator of the USEPA; and

WHEREAS, the Army acknowledges that the Property is to be conveyed to the RDA and developed by the RDA's successors-in-interest for residential, commercial and industrial use, for economic development purposes, in substantial conformance with the base reuse plan for the Property promulgated by the RDA under the Act (the "Development"); and

WHEREAS, in view of the contemplated Development, and to protect human health and the environment, the Army intends to declare protective covenants, conditions and restrictions, which restrict the use of the Property in such a manner as to avoid potential harm to the public or the environment which may result from hazardous

substances which exist on the Property, and which require Transferees to exercise due care with respect to contaminated or potentially contaminated property; and

WHEREAS, the covenants, conditions and restrictions contained herein may be released or modified in conformance with this Declaration;

NOW, THEREFORE, in consideration of the foregoing, the Army hereby sets forth this Declaration of Covenants, Conditions and Restrictions for Economic Development Conveyance Pursuant to the Base Closure and Realignment Act of 1990 (Public Law 101-510, Part A, Title XXXIX, 10 U.S. Code 2687 Note).

ARTICLE III DEFINITIONS

As used in this Declaration, unless the context otherwise specifies or requires, the following words and phrases shall be defined as follows:

3.1 *Army* - The United States Army, its officers, agents, employees, contractors, and subcontractors, and its successor agencies.

3.2 *BRAC (Base Realignment and Closure)* - The program to realign/consolidate defense missions or close select military installations, and turn over ownership and control of the real and personal property to one or more entities, both government or private, pursuant to the Defense Base Closure and Realignment Act of 1990, Public Law 101-510, Part A, Title XXXIX, 10 U.S. Code 2687 Note.

3.3 *CERCLA* - The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. 9601, *et seq.* CERCLA provides requirements for the investigation and remediation of releases of hazardous substances, as well as the requirements for the transfer of federal real property.

3.4 *CERCLA Warranty* - The warranty given by the United States, as set forth in 42 U.S.C. 9620(h)(3)(A)(ii)(I), that all Response Actions necessary to protect human health and the environment with respect to any hazardous substance remaining on the Property has been taken.

3.5 *Declaration* - This Declaration of Covenants, Conditions and Restrictions for Economic Development Conveyance Pursuant to the Base Realignment and Closure Act of 1990, made by the Secretary of the Army.

3.6 *Deed* - The deed transferring title to the Property from the Army to the RDA under BRAC.

3.7 *FFA (Federal Facilities Agreement)* - The interagency agreement between the Army, UDEQ and USEPA, outlining the requirements and schedules for the investigation and remediation of hazardous substances and solid and hazardous waste sites at TEAD, which may be amended or modified from time to time. The FFA currently in place at TEAD is dated September 16, 1991.

3.8 *Hazardous Substances* - The meaning as set forth in CERCLA at 42 U.S. Code 9601(14).

3.9 *Improvements* - Buildings, roads, driveways, paved parking areas, and utility systems constructed or placed upon any portion of the Property.

3.10 *IRP (Installation Restoration Program)* - The TEAD program under which the Army, as a component of the Department of Defense, investigates and implements remedies for sites contaminated with hazardous substances and solid and hazardous waste, pursuant to and under the FFA and PCP for TEAD and under BRAC, RCRA, CERCLA, TSCA and other applicable federal and state laws.

3.11 *Long Term Restrictions* - Those restrictions, as set forth in Article VI herein.

3.12 *NPL* - The National Priorities List as set forth in 40 C.F.R. Part 300, Appendix B, as amended.

3.13 *Parcel* - See Restoration and Reuse Parcel below.

3.14 *PCP (Post Closure Permit)* - The permit issued by the State of Utah, detailing the requirements for the investigation and implementation of corrective measures pertaining to solid and hazardous waste sites being addressed under the Resource Conservation and Recovery Act, which may be amended or modified from time to time. The PCP currently in place at TEAD is entitled the Industrial Waste Lagoon, Post Closure Permit, dated 7 January 1991.

3.15 *Property* - The property being offered for transfer by the Army to the RDA pursuant to PL 101-510, as described in Exhibit "A".

3.16 *RCRA* - The Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the federal statute which establishes a regulatory program governing the requirements for the storage, generation, transportation, treatment and disposal of hazardous wastes, in addition to closure requirements for Solid and Hazardous Waste Management Units.

3.17 *RDA* - The Redevelopment Agency of Tooele City, Utah, and any successor agency or entity.

3.18 *Residential Use* - "Residential Use" means: (i) a single-family dwelling or a single family dwelling unit in a structure that contains more than one separate residential dwelling unit, and such dwelling or unit is used or occupied as a residence of one or more persons; (ii) day care or schools for children; and (iii) agriculture for human consumption. "Residential Use" does not include commercial/industrial uses or non-residential uses such as: hotels, hospitals, or facilities used for temporary occupancy.

3.19 *Response Action* - "Response Action" shall have the same meaning as under CERCLA. In addition, "Response Action" shall include corrective action under RCRA and the Utah Solid and Hazardous Waste Act, Utah Code Ann. Section 19-6-101 et seq., and implementing regulations and rules.

3.20 *Restoration and Reuse Parcel or Parcel* - A defined parcel of land within the Property against which the restrictions set forth herein apply as indicated. A map of the boundaries of each Restoration and Reuse Parcel is attached hereto as Exhibit "B" and incorporated by reference herein.

3.21 *SWMU* - A solid waste management unit. A detailed legal description and survey maps of the boundaries of each SWMU are attached hereto as Exhibit "C" and incorporated by reference herein.

3.22 *TEAD* - That certain Army installation known as Tooele Army Depot, located in Tooele, Utah, including all property subject to BRAC and all Army-retained property.

3.23 *Temporary Restrictions* - Those restrictions, as set forth in Article VII herein.

3.24 *Transferee* - The Redevelopment Agency of Tooele City, Utah, and any successors, assignee, lessee, sub-lessee, lender of the RDA or the successors and assigns of the foregoing.

3.25 *TSCA* - The Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.

3.26 *UDEQ* - The State of Utah, Department of Environmental Quality, its officers, agents, employees, contractors, and subcontractors, and its successors and assigns.

3.27 *USEPA* - The United States Environmental Protection Agency, its officers, agents, employees, contractors, and subcontractors, and its successors and assigns.

ARTICLE IV DECLARATION

4.1 The Army hereby declares that it will complete all environmental Response Actions on the Property required pursuant to applicable law. The Army's obligation under this Declaration is subject to the availability of appropriated funds to the Army, and nothing in this Declaration shall be interpreted to require obligations or payments by the United States in violation of the Anti-deficiency Act, 31 U.S.C. Section 1341.

4.2 The Army declares that the Property and each Parcel thereof is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following covenants, conditions, and restrictions (collectively called "Covenants, Conditions and Restrictions"), all of which are declared and agreed to be in furtherance of conveyance of title to the Property from the Army to the RDA and subsequent conveyances of interests in the Property, in fee or otherwise. The Covenants, Conditions and Restrictions set forth herein shall run with the land and each estate therein and each interest or estate shall be binding upon all persons having or acquiring any right, title, or interest in the Property or any Parcel thereof; shall inure to the benefit of every Parcel included within the Property and any interest therein, and the same shall inure to the benefit of other adjacent property, the title to which is retained by the Army; and shall inure to the benefit of and be binding upon the Army and its successors in interest; and may be enforced by the United States of America, or by the RDA, or any other Transferee, or by designated government agencies, as hereafter provided.

4.3 A Table of Allowed Uses and Restrictions summarizing the allowed uses and the restrictions applicable to each of the Parcels, and the SWMUs and Buildings within each Parcel, is attached hereto as Exhibit "D" and incorporated herein by reference.

4.4 All purchasers, lessees, or possessors of any portion of the Property or any interest therein shall be deemed by their purchase, leasing, or possession of such Property,

or the acquisition of any interest in the Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assigns, and their agents, employees, and lessees of such owners, heirs and successors and assigns, that the Covenants, Conditions and Restrictions herein established must be adhered to for the benefit of all future owners and occupants by protecting human health and the environment, and that their interest in the Property shall be subject to the Covenants, Conditions and Restrictions contained herein.

4.5 The Army declares that the Covenants, Conditions and Restrictions set forth herein shall be incorporated by reference in each and all deeds, leases and other instruments of conveyance of any portion of the Property and of any interest in the Property.

4.6 The Recitals set forth in Article II are incorporated into this Declaration by this reference.

4.7 The Army declares that it has an interest in maintaining the value of property it shall retain at the Tooele Army Depot, by minimizing the risk of negative effects that could result from future uses of neighboring Property conveyed in the deed, which uses would be inconsistent with the protection of human health and the environment. Also, for the continued operation of property it shall retain, the Army has an interest in restricting residential development in all Industrial Parcels, and, accordingly, reducing the volume of traffic on area roads, minimizing pressure on existing Army-owned utility systems, and avoiding impact and associated liability of Army activities on area residents. The Army also has an interest in restricting the withdrawal of or disruption of water in contaminated aquifers beneath the Property conveyed in the deed and identified in this Declaration of Covenants, Conditions and Restrictions, so as to prevent the risk of contaminated water plumes migrating to clean aquifers beneath property that the Army is retaining at the Tooele Army Depot. The Army also has an interest in restricting excavation on SWMUs identified in this Declaration, so as to reduce the risk of a release of contaminants through runoff onto property the Army is retaining. The Army acknowledges that the interests enumerated in this Section 4.7 are adequately protected by the establishment of the restrictions set forth in Articles VI, VII, Section 8.6, Article IX, and Section 11.1 hereof, and that such interests do not grant independent or new rights to establish restrictions other than those set forth in said provisions hereof.

ARTICLE V

DE-LISTING OF THE PROPERTY AS AN NPL SITE

The Army acknowledges that TEAD has been identified as a National Priority List ("NPL") Site under CERCLA. The Army agrees that it will on its own or in cooperation with the Transferee take action, at the appropriate time, to de-list the Property as an NPL site. Upon the de-listing by USEPA of the Property or any portion thereof as an NPL site, the Army will issue a Notice of De-listing, substantially in the form attached hereto as Exhibit "E". The Notice of De-listing will be recorded by the Army in the office of the Tooele County Recorder, and a copy of the same will be sent by the Army to the Transferee.

ARTICLE VI LONG-TERM RESTRICTIONS

In order to protect human health and the environment, the following long-term restrictions apply:

6.1 RESIDENTIAL RESTRICTION. Residential Use shall not be allowed on certain portions of the Property on a long-term basis. Those portions of the Property where Residential Use on the Property or in certain buildings situated on the Property is restricted on a long-term basis are identified on Exhibit "D." This restriction shall continue unless and until modified, pursuant to Section 8.4, for any particular Parcel burdened by this Section 6.1.

6.2 GROUNDWATER TREATMENT AND MONITORING SYSTEM RESTRICTION The Transferee shall not tamper with, disrupt, inflict damage, obstruct, or impede any groundwater treatment or monitoring system, well or wellhead vault, nor inject any materials into wells on the Property or activities related thereto. The Transferee shall not discharge water onto the ground in quantities that would negatively impact groundwater quality or remediation of groundwater. This restriction shall continue unless and until modified, terminated or removed for any particular Parcel burdened hereby pursuant to Sections 8.1, 8.4 or 8.7.

6.3 GROUNDWATER WITHDRAWAL RESTRICTION.

6.3.1 Except as provided in Section 6.3.2 below, the Transferee shall not access or extract groundwater, nor inject any materials into wells located on these defined parcels. This restriction applies within the boundaries of Restoration and Reuse Parcels IND 1, and IND 3-15 (located in the TEAD BRAC Industrial Area as described in Exhibits "A" and "B"). This restriction shall continue unless and until modified, terminated or removed for any particular Parcel burdened hereby pursuant to Sections 8.1, 8.4 or 8.7.

6.3.2 Notwithstanding the provisions of Section 6.3.1 above, groundwater may be accessed and extracted from any culinary water well(s) transferred by the Army to the RDA; however, no such well will be used unless and until its use is approved by UDEQ and USEPA.

ARTICLE VII TEMPORARY RESTRICTIONS

7.1 TEMPORARY RESTRICTIONS PERTAINING TO REMEDIATION OF SPECIFIC PARCELS. The temporary restrictions set forth in Section 7.1.1 through 7.1.3 below apply within the boundaries of the SWMUs. The detailed legal description and survey maps of the boundaries of each SWMU are attached hereto as Exhibit "C" and incorporated herein by reference.

7.1.1 The Transferee shall not disrupt, inflict damage, obstruct, or impede any environmental remediation systems, fencing or activities within the SWMUs. Further, the Transferee shall not conduct or permit its agents to conduct or permit any subsurface excavation, digging, drilling, or other disturbance of the surface or subsurface within the SWMUs, except as provided in Section 8.7 herein.

7.1.2 The Transferee shall not construct, make or permit any alterations, additions, or Improvements to the SWMUs, except as provided in Section 8.7 below.

7.1.3 Residential Use shall not be allowed, on a temporary basis, on those portions of the Property described in Exhibit "C" and referenced in Exhibit "D" as SWMUs 52 and 57. This restriction shall continue unless and until terminated and removed, pursuant to Section 8.2, for such SWMUs.

7.1.4 When all necessary Response Actions have been completed for a specific SWMU or residential restriction under Section 7.1.3, the procedure for removing the restrictions set forth in Section 7.1.1 through 7.1.3, as applicable, is set forth in Section 8.2 below, and the Transferee will be entitled to a CERCLA Warranty, pursuant to the procedure set forth in Section 8.5 below.

7.2 USE RESTRICTIONS APPLYING TO SPECIFIC BUILDINGS.

7.2.1 The temporary restriction set forth in Section 7.2.2 below applies to Buildings 611, 659 and certain areas surrounding Building 637. Said buildings and areas are depicted on the Map attached as Exhibit "B" hereto. Building 611 presently contains lead contamination resulting from an indoor firing range; areas surrounding Building 637

are contaminated with petroleum products that were released from Underground Storage Tanks ("USTs"); and Building 659 was historically utilized for the storage of electrical transformers, and during closure of the building it was determined that the floor surface was contaminated with PCBs.

7.2.2 The Transferee shall not enter or otherwise access Buildings 611 and 659 until written notification is received from the Army, that all required Response Actions have been completed. Additionally, the Transferee shall not disrupt, inflict damage, obstruct, or impede any environmental systems or activities, or conduct or permit its agents to conduct or permit any subsurface excavation, digging, drilling or other disturbance of the surface or subsurface of the area surrounding Building 637 as depicted on Exhibit "B" until written notification is received from the Army, that all required Response Actions have been completed. Subject to the foregoing, the Transferee may access and otherwise occupy Building 637.

7.2.3 Due to the nature of contamination in or around the buildings, as described above, Buildings 611 and 659, or the depicted areas surrounding Building 637, are not presently suitable for their intended reuse in their existing condition. When all necessary Response Actions have been completed for a specific building as set forth above, the procedure for removing such restriction is set forth in Section 8.3 below, and the Transferee will be entitled to the CERCLA Warranty, pursuant to the procedure set forth in Section 8.5 below.

7.3 COORDINATION OF NEW BUILDING LOCATION. In order to facilitate proper placement of future, necessary groundwater treatment systems, the Transferee shall not construct or otherwise place or locate any new building or structure that exceeds 240 feet in length or width, or with a total ground footprint greater than 60,000 square feet, within the boundaries of Industrial Parcels 6 through 10 as identified on Exhibit "B" attached hereto, without first coordinating the construction, placement or location thereof with the Army. This obligation shall continue until the remedy for all groundwater contamination is in place and has been demonstrated to be operating properly and successfully, whereupon this obligation shall be terminated and removed pursuant to Section 8.5 .

ARTICLE VIII TERMINATION, REMOVAL AND MODIFICATION

8.1 GROUNDWATER RESTRICTIONS. The procedure for termination and removal of Groundwater Restrictions under Section 6.2 and 6.3, shall be as follows:

8.1.1 The Army will complete remediation under the IRP.

8.1.2 The Army will submit a close-out report and applicable decision document to UDEQ and USEPA.

8.1.3 Upon receipt of a letter or other documentation from the UDEQ and USEPA accepting the Army's certification that all necessary Response Actions pertaining to groundwater has been completed for such Parcel, and the groundwater is fit for human consumption, the Army will issue a Groundwater Certificate of Termination and Removal, substantially in the form attached hereto as Exhibit "F" (the "Groundwater Certificate"). A copy of such letters or other documentation shall be attached as an exhibit to the Groundwater Certificate. The Groundwater Certificate will be recorded by the Army in the office of the Tooele County Recorder, and a copy of the same will be sent by the Army to the record owner of the Parcel.

8.2 TEMPORARY RESTRICTIONS - SWMU. The procedure for termination and removal of the temporary restrictions under Section 7.1 shall be as follows:

8.2.1 The Army will complete remediation under the IRP or otherwise determine that no remediation is necessary.

8.2.2 The Army will submit a close-out report and applicable decision document to UDEQ and USEPA.

8.2.3 Upon receipt of a letter or other documentation from the UDEQ and USEPA accepting the Army's certification regarding the remediation for such Parcel or applicable portion thereof, the Army will issue a SWMU Certificate of Termination and Removal, substantially in the form attached hereto as Exhibit "G" (the "SWMU Certificate"), which includes the CERCLA Warranty that all necessary response action pertaining to the SWMU has been completed for such SWMU. A copy of such letters or other documentation shall be attached as an exhibit to the SWMU Certificate. The SWMU Certificate will be recorded by the Army in the office of the Tooele County Recorder, and a copy of the same will be sent by the Army to the record owner of the Parcel.

8.3 TEMPORARY RESTRICTIONS - SPECIFIC BUILDINGS. The procedure for termination and removal of Use Restrictions Applying to Specific Buildings under Section 7.2 shall be as follows:

8.3.1 The Army will complete the required Response Actions under the IRP.

8.3.2 The Army will submit a close-out report and applicable decision document to UDEQ and USEPA .

8.3.3 Upon receipt of a letter or other documentation from UDEQ and USEPA, accepting the Army's certification of completion of the Response Action for such building, the Army will issue a Building Certificate of Termination and Removal, substantially in the form attached hereto as Exhibit "H" (the "Building Certificate"), which includes a warranty that the building or depicted areas surrounding the building, are presently suitable for its intended reuse in its existing condition. A copy of such letters or other documentation shall be attached as an exhibit to the Building Certificate . The Building Certificate will be recorded by the Army in the office of the Tooele County Recorder, and a copy of the same will be sent by the Army to the record owner of the Parcel underlying the Building.

8.4 MODIFICATION OF USE/RESTRICTIONS. In the event the Transferee desires to change the use or restriction of a Parcel of Property which may require a higher standard of remediation or additional risk assessment, than that to be performed by the Army under applicable law, then the following procedure shall apply:

8.4.1 Exhibit "D" sets forth the categories of uses for each Parcel within the Property. If the Transferee wishes to change the land use of a Parcel from the land use identified in Exhibit "D", and if such new land use will require additional remediation, sampling and analysis, or evaluation for that Parcel, then all costs (including oversight costs) associated with the change in land use will be borne by the Transferee seeking to change the land use. This Section 8.4 sets forth the procedure by which such change of use may be accomplished.

8.4.2 If appropriate, the Transferee will submit a work plan for additional remediation to the Army, UDEQ and USEPA. Upon approval of the work plan by the Army, UDEQ and USEPA, the Transferee will complete such remediation as may be required, if any, in accordance with applicable law or regulation, or the FFA or PCP, as applicable. The Army may, as a condition to such approval, require that the Transferee post a completion bond or other assurances reasonably acceptable to the Army that the Transferee will complete such additional remediation work. Upon satisfactory completion of such remediation work, the completion bond or other assurances, as applicable, will be released.

8.4.3 The Transferee may, at any time, submit to the Army, UDEQ and USEPA a risk assessment, conducted using rules and guidance then applicable, that demonstrates that a restriction is no longer necessary, or will no longer be necessary after proposed remediation is completed.

8.4.4 If the Army's, UDEQ's and USEPA's acceptance of a proposed change in land use is conditioned upon the Transferee's completion of proposed remediation, the Transferee, upon completion of remediation, will submit a close-out report and certification of completion of such work to the Army, UDEQ and USEPA.

8.4.5 Upon receipt of a letter or other documentation from the Army and UDEQ and USEPA accepting the Transferee's certification of completion of required remediation for such Parcel, if any, and/or approval for modification of a change in use pursuant to Section 8.4 hereof, the Transferee will issue a Certificate of Modification of Use/Restrictions (the "Use Certificate"), substantially in the form attached hereto as Exhibit "I". A copy of such letters shall be attached as an exhibit to the Use Certificate. The Use Certificate will be recorded by the Transferee in the office of the Tooele County Recorder. A copy of the recorded Use Certificate will be provided by the Transferee to the Army.

8.5 TERMINATION OF OBLIGATION TO COORDINATE NEW BUILDING LOCATION; VESTING OF CERCLA WARRANTY. The obligation to coordinate the location of new buildings under Section 7.3 shall be terminated and removed and the CERCLA Warranty shall vest as follows:

8.5.1 With respect to the Parcels encumbered by the restriction under Section 6.3, and the obligation to coordinate the location of new buildings under Section 7.3, upon receipt of a letter or other documentation from UDEQ and USEPA, accepting the Army's certification that the remedy for groundwater is in place and has been demonstrated to be operating properly and successfully for said Parcel, the Army will issue a Groundwater Warranty Certificate, substantially in the form attached hereto as Exhibit "J" (the "Groundwater Warranty Certificate"). A copy of said letter or other documentation shall be attached as an exhibit to the Groundwater Warranty Certificate. The Groundwater Warranty Certificate will be recorded by the Army in the office of the Tooele County Recorder, and a copy of the same will be sent by the Army to the record owner of the Parcel. Upon recordation of the Groundwater Warranty Certificate, the obligation to coordinate the location of new buildings under Section 7.3 shall be terminated and removed and the CERCLA Warranty shall vest with respect to groundwater.

8.5.2 With respect to SWMUs identified under Section 7.1, the CERCLA Warranty shall vest with respect to such SWMU upon recordation with the Tooele County Recorder of the SWMU Certificate as provided in Section 8.2 herein.

8.5.3 With respect to Buildings 611 and 659 and the depicted area surrounding Building 637, identified under Section 7.2, the CERCLA Warranty shall vest with respect to such building or areas upon recordation with the Tooele County Recorder of the Building Certificate as provided in Section 8.3 herein.

8.5.4 With respect to all of the Property that is not encumbered by any restriction under Section 6.3, 7.1 and 7.2 hereunder, the CERCLA Warranty shall vest upon delivery of the Deed by the Army to the RDA.

8.6 RESERVATION OF RIGHT TO MODIFY RESTRICTIONS. With respect to Long-term Restrictions, Temporary Restrictions Pertaining to Remediation of Specific Parcels, and Use Restrictions Applying to Specific Buildings, under Sections 6.1, 6.2, 6.3, 7.1 and 7.2 above, as applicable, the Army, notwithstanding such sections, reserves the right, in order to protect human health and the environment, to only partially remove and terminate restrictions that apply without removing all restrictions that apply to said Parcel, SWMU, Building or depicted area. In addition, the Army reserves the right to add additional restrictions to include precluding residential use on SWMUs, if necessary, to protect the human health and the environment. In such event, the Groundwater Certificate, SWMU Certificate, Building Certificate and Land Use Certificate, as applicable, may be issued reflecting the partial removal of, the addition of, or continuation of restrictions on the same SWMU, Building or depicted area, or the termination of restrictions, as appropriate to protect human health and the environment.

8.7 REVIEW AND APPROVAL OF PROPOSED ACTIVITIES.

8.7.1 If the Transferee wishes to conduct a restricted activity (including excavation on a SWMU) on a Parcel on which any restriction as set forth in Articles VI and VII hereunder applies within such Parcel, the Transferee shall prepare a written description of its proposal and submit it to the Army who shall notify UDEQ, in writing, of the request. Approval shall be received prior to the commencement of any such activity. Notwithstanding the foregoing, any person holding a leasehold interest in any portion of such Parcel, as a condition to receiving such approval, shall first be required to obtain the written consent of the owner of the Parcel which they occupy. In the event of a health or safety emergency, the Transferee shall be allowed to conduct such excavation or other such activity on such Parcel, but only to the extent necessary to ameliorate such emergency.

8.7.2 A decision on the proposal will be rendered by the Army within a reasonable period after the submittal of the proposal and approval will not be unreasonably withheld.

ARTICLE IX SUBSEQUENT DISCOVERY OF CONTAMINATION

The Army reserves the right to amend this Declaration without the consent of the Transferee by adding additional SWMUs to those identified in Exhibits "C" and "D" set forth in Section 7.1 herein, for the purpose of applying all applicable provisions of this Declaration, including specifically the provisions of Articles VI and VII hereof, to any such SWMU within the Property. In the event the Army exercises its right to amend this Declaration as provided in this Article IX, it will provide notice to the record owner of the affected Parcel of the Property, prior to amendment, and in accordance with the provisions of Section 11.6 herein.

ARTICLE X ENFORCEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS

10.1 ENFORCEABILITY. The covenants, conditions and restrictions stated in this Declaration benefit the governments of the State of Utah and the United States of America acting on behalf of the public in general, the local governments of Tooele County and Tooele City, the lands retained by the Army, and, therefore, are enforceable, by resort to specific performance or legal process, by the United States and the State of Utah, Tooele County, Tooele City, the Transferee, and by no other persons or entities. Enforcement of the terms of this instrument shall be at the discretion of the parties entitled to enforcement hereof, and any forbearance, delay or omission to exercise their rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by any such party of such term or of any subsequent breach of the same or any other terms, or of any of the rights of said parties under this instrument.

10.2 NOTICE REQUIREMENT: The Transferee will include in any instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice which is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO
THE EFFECT OF THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR ECONOMIC
DEVELOPMENT CONVEYANCE, DATED _____, 1998,
RECORDED IN THE PUBLIC LAND RECORDS OF TOOELE

COUNTY, STATE OF UTAH, ON _____, 1998, AS ENTRY NO. _____, IN BOOK _____, PAGE _____.

10.3 ON SITE INVESTIGATIONS. The Army bears the responsibility to supervise the on-going work of Response Actions necessitated by releases of hazardous substances into the environment from past activities on the Property.

10.4 VIOLATION OF RESTRICTIVE COVENANTS/AUTHORIZATIONS.

10.4.1 If the Transferee takes any action in violation of this Declaration within a Parcel without obtaining prior review and approval from the Army as required by this Declaration, the action shall be halted until the prescribed review process is completed. If the action is approved by the Army after review, the action may proceed to completion, but if the action is not approved, the Transferee will take all necessary and reasonable steps to restore the Parcel to its former condition or to another condition reasonably acceptable to the Transferee, the Army, UDEQ and USEPA. If the Army determines such restoration is necessary to prevent material damage to human health or the environment, such Transferee who took such action will be liable for any additional costs incurred by the Army to conduct any investigation and Response Action that is made necessary by the action of the Transferee. The Army may allow such Transferee to conduct any such investigation and Response Action.

10.4.2 Failure of the Transferee to comply with any of the requirements as set forth in this Declaration, may be grounds to require the Transferee to modify or remove any Improvements constructed in violation of this Declaration or take other appropriate action.

10.5 REMEDIES - EXISTING RIGHTS AND REMEDIES UNDER LAW. Nothing set forth herein shall be construed to waive any rights and remedies which the Army, the United States, the State of Utah, or the Transferee may have under existing statutory law.

**ARTICLE XI
MISCELLANEOUS**

11.1 NOTICE OF VIOLATION. The Transferee shall be required to notify the Army, the USEPA and UDEQ in the event it becomes aware of a violation of any restriction or damage to any remedial system, any release of a Hazardous Substance, and any other remediation failure, and shall otherwise exercise due care with respect to environmental matters in its actions regarding the Property.

11.2 FFA AND PCP. The Army acknowledges that TEAD is operating under the conditions of a PCP issued by UDEQ and an FFA signed by the Army, UDEQ and USEPA. The Army will provide notice to the RDA and publish notice once a week for three consecutive weeks in the local newspaper, of all subsequent modifications to the PCP or FFA. The Army will also provide the record owner of the Parcel with a copy of all material modifications to the PCP issued by the UDEQ for those sections of the PCP that apply to the Transferee's Parcel. Should any matter addressed in the FFA or PCP, or any orders, approvals, or records of decision issued under the FFA, PCP, CERCLA, RCRA, or the Utah Solid and Hazardous Waste Act (Utah Code Ann. Title 19, Section 6, Part 1) as the foregoing presently exist or may be amended in a manner consistent with the original purposes thereof (collectively the "FFA or PCP"), conflict with any such matter which is addressed herein or with respect to which these CCRs are silent, the FFA or PCP will control. The foregoing sentence, however, shall not supersede any of the requirements and provisions of Section 8.6 or Article IX hereof. The Army assumes no liability to the Transferee should implementation of the FFA or PCP interfere with the use of the Property. The Transferee shall have no claim on account of any such interference against the Army, USEPA, or UDEQ or any officer, agent, employee or contractor thereof; except as provided by applicable federal law. Nothing in this paragraph is intended to cause a forfeiture of title to the Property or any interest therein.

11.3 AMENDMENT. The Army retains the right to amend this Declaration pursuant to Article IX herein.

11.4 NON-WAIVER. The failure of the Army or the Transferee in any one or more instances to insist upon the strict performance of any of the covenants, conditions, restrictions, or other provisions of this Declaration or to exercise any right or option contained herein, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment of such covenant, condition, restriction, or other provision, and the same shall remain in full force and effect.

11.5 ACCEPTANCE. The Transferee, and each owner, purchaser, lender, lessee, sublessee, or assignee of all or a portion of the Property, or interest therein, under any contract, mortgage, assignment, deed, lease, or sublease, or other agreement, accepts the same subject to all of the covenants, conditions, restrictions, and other provisions set forth in this Declaration and shall be bound by the same.

11.6 NOTICES. Any notice permitted or required to be delivered as provided in this Declaration shall be in writing and shall be delivered either personally, by mail or by facsimile transmission, and in the case of emergency, by phone or facsimile transmission. If delivery is made by mail, it shall be deemed to have been delivered

seventy-two (72) hours after the same has been deposited in the United States mail,
postage prepaid, properly addressed

TO THE ARMY:

Commander, Tooele Army Depot
SIOTE-CO, Building 1
Tooele, Utah 84074
Phone: (435) 833-2211
Fax: (435) 833-2810

TO THE RDA:

Mayor
Redevelopment Agency of Tooele City, Utah
90 North Main Street
Tooele, Utah 84074
Phone: (435) 843-2100
Fax: (435) 843-2159

TO USEPA:

Regional Administrator
United States Environmental Protection Agency, Region VIII
999 18th Street, Suite 600
Denver, Colorado 80202-2466
Phone: (303) 312-6308
Fax: (303) 312-6882
Emergency 24 hour: (303) 293-1788

TO UDEQ:

Attn: Director, Division of Solid and Hazardous Waste
Utah Department of Environmental Quality
288 North 1460 West, 4th Floor
P.O. Box 144880

Salt Lake City, Utah 84114
Phone: (801) 538-6170
Fax: (801) 538-6715
Emergency 24 hour: (801) 536-4123

The foregoing addresses and phone numbers may be changed from time to time..

11.7 SEVERABILITY. If any provision of this Declaration, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this Declaration, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

11.8 NO DEDICATION INTENDED. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property or any portion thereof to the general public or for any purposes whatsoever.

11.9 RECORDATION. This instrument shall be executed by the Army and be recorded by it in the Office of the County Recorder, Tooele County, Utah. Within thirty (30) days of the date this Declaration is executed, the Army will record the same and provide the Transferee with a certified true copy of this Declaration including its recording reference.

11.10 TERM. This Declaration and all covenants, conditions, and restrictions contained herein shall run with the land unless terminated by law or as herein provided.

11.11 REFERENCES. All references to code sections include successor provisions.

11.12 CONTROLLING LAW. The interpretation and performance of this instrument shall be governed by the laws of the State of Utah and applicable federal laws.

11.13 LIBERAL CONSTRUCTION. Any general rule of construction to the contrary notwithstanding, this Declaration shall be liberally construed in favor of effectuating the purposes of this Declaration and the policy and purpose of CERCLA, RCRA and other applicable law. If any provision of this Declaration is found to be ambiguous, an interpretation consistent with the purpose of this Declaration that would render the provision valid shall be favored over any interpretation that would render it invalid.


11.14 NO FORFEITURE. Nothing contained herein will result in a forfeiture or reversion of title in any respect.

11.15 CAPTIONS. The captions in this Declaration have been inserted solely for convenience of reference and are not a part of this Declaration and shall have no effect upon its construction or interpretation.

11.16 ARMY APPROVALS. For purposes of this Declaration, the Army covenants and agrees that any decision or approval required by the Army hereunder will be rendered within a reasonable period after submittal for decision or approval, and the same will not be unreasonably withheld. Any requests for approval of the Army required hereunder shall be submitted to the Army in accordance with Section 11.6 hereof.

11.17 USEPA AND UDEQ APPROVALS. Whenever an approval is required under this Declaration by the USEPA and UDEQ, either one of said agencies may defer to the other with respect to such approval, and such deferral will be deemed as approval hereunder on behalf of the deferring agency.

IN WITNESS WHEREOF, the Army has caused these presents to be executed by Louis Caldera, Secretary of the Army, and the seal of the Department of the Army to be hereto affixed this 18th day of December, 1998.

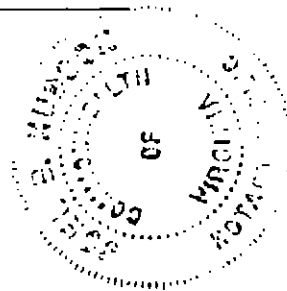
By: 
Secretary of the Army

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA)
 : ss.
COUNTY OF ARLINGTON)

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, whose commission as such expires on the 30th day of September 1998, do hereby certify that this day personally appeared before me in the said Commonwealth of Virginia, County of Arlington, Louis Caldera Secretary of Army, whose name is affixed to the foregoing document dated the 18th day of December, 1998 and acknowledged the same for and on behalf of the United States of America.


NOTARY PUBLIC



LIST OF EXHIBITS

EXHIBIT A	Property Description
EXHIBIT B	Map of Restoration and Reuse Parcels and Depiction of Buildings 611, 659 and Contaminated Area Surrounding Building 637.
EXHIBIT C	Legal Description of SWMUs
EXHIBIT D	Table of Allowed Uses and Restrictions
EXHIBIT E	Form of Notice of De-listing
EXHIBIT F	Form Groundwater Certificate
EXHIBIT G	Form of SWMU Certificate
EXHIBIT H	Form of Building Certificate
EXHIBIT I	Form of Use/Restriction Certificate
EXHIBIT J	Form of Groundwater Warranty Certificate



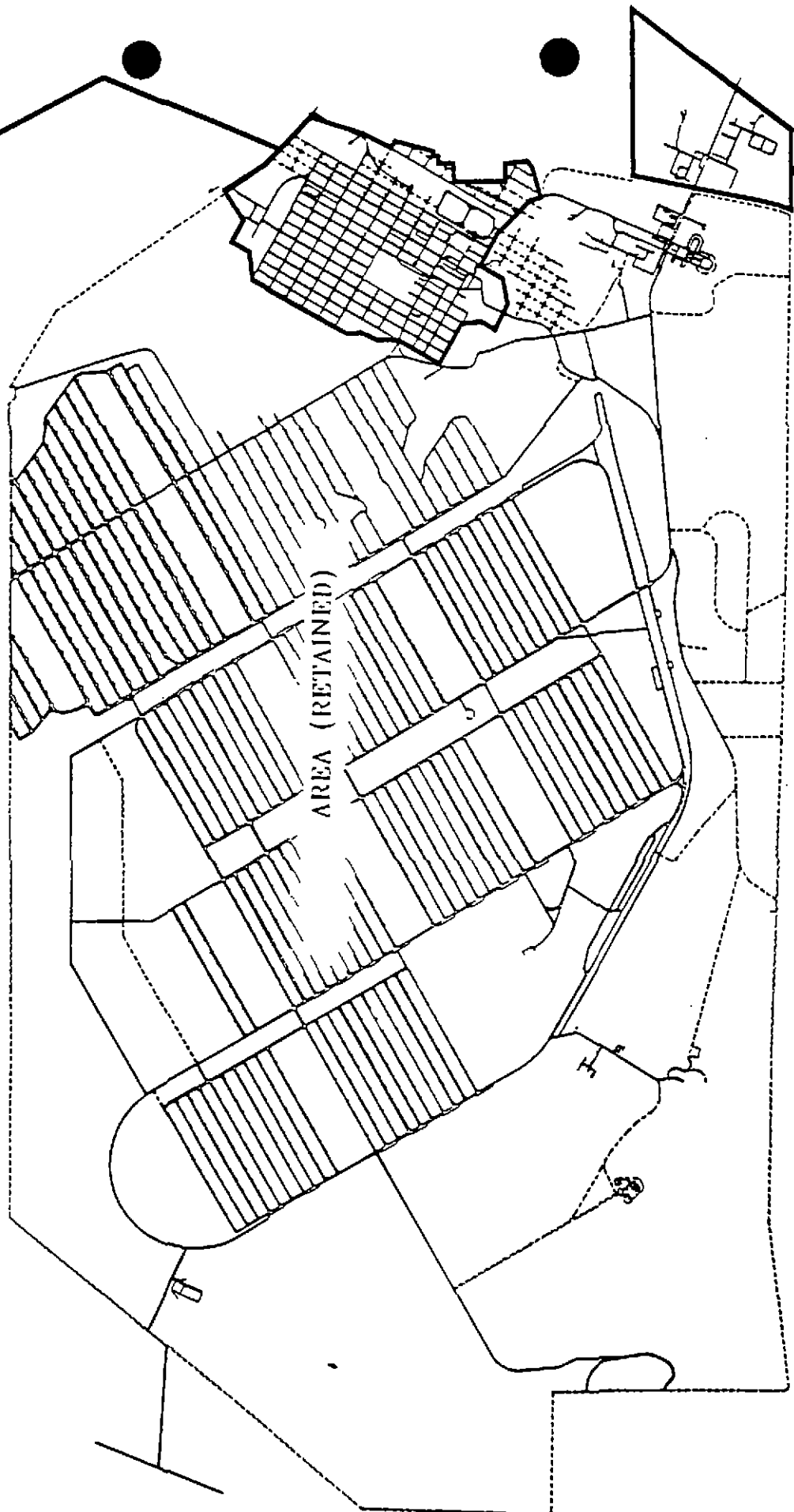
EXHIBIT A

PROPERTY DESCRIPTION

DESCRIPTION OF ADMINISTRATIVE PARCEL

DESCRIPTION OF INDUSTRIAL PARCEL

INDUSTRIAL AREA

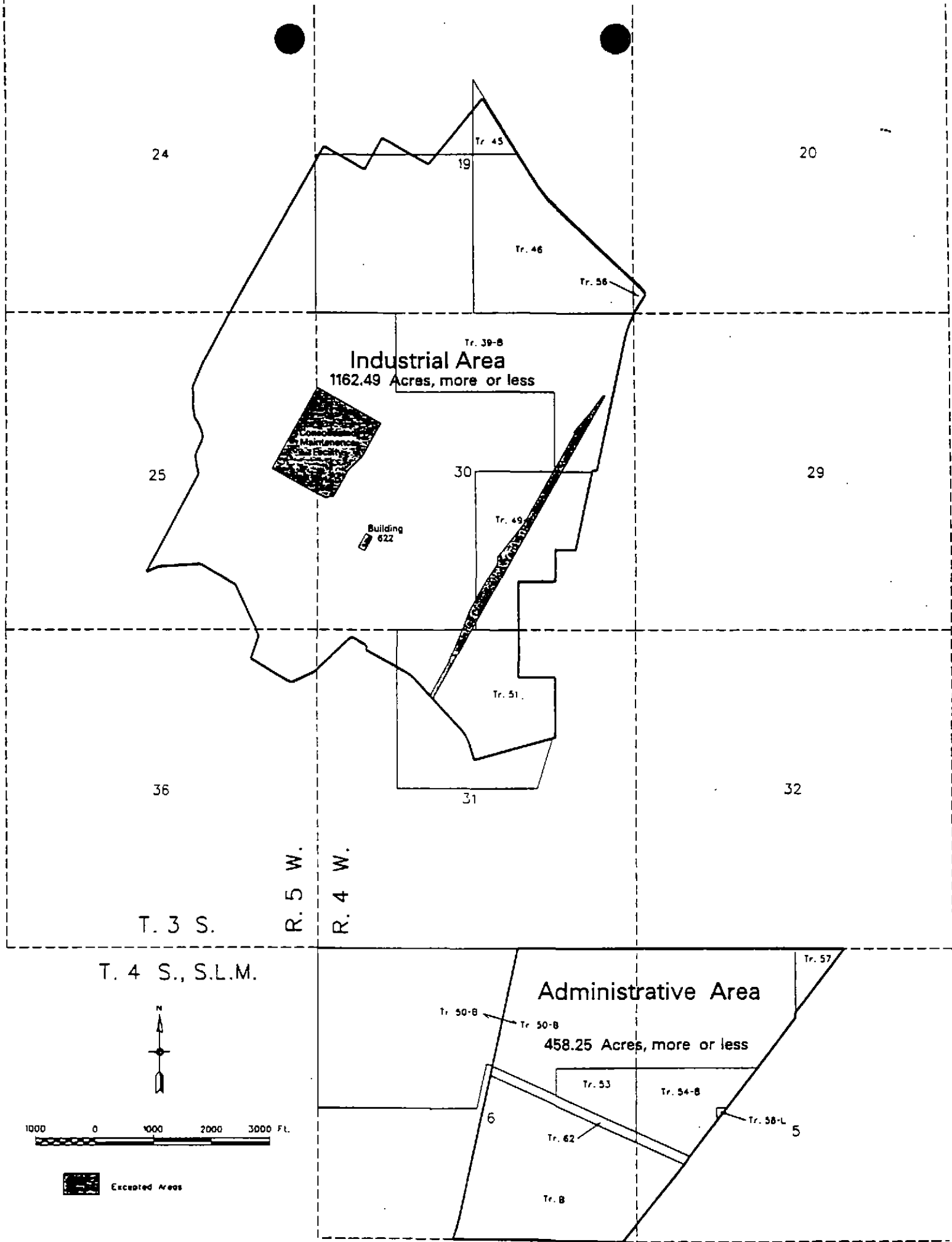


ADMINISTRATION AREA

Figure 1

TEAD BRAC Parcels

FILE NO: ACAD\NA\PARCEL



ADMINISTRATIVE AREA (458.25 acres, more or less)

All that certain land situated in Sections 5 and 6, Township 4 South, Range 4 West, Salt Lake Meridian, County of Tooele, State of Utah, and more particularly described as follows:

Tract B

That parcel of land described in the Judgement entered on January 18, 1943, in the District Court of the United States for the District of Utah, Central Division, in the condemnation proceeding titled United States of America, petitioner, vs. 178.676 Acres, more or less, of Land in Tooele County, State of Utah, and Annie Atkins, et al., defendants, Civil No. 435, a true copy of which was recorded with the Tooele County Recorder on January 21, 1943 at Number 216135, and which is further described as follows:

Beginning at a point on the West line of State Highway No. 36, being North 89°49' West 567.84 feet from the Southeast corner of Section 6; thence North 89°49' West 2643.96 feet to the East right-of-way line of the Union Pacific Railroad; thence northerly along a 1° curve to the left (radius 5779.65 feet) 1042.01 feet to a point; thence North 12°30' East 2244.45 feet to the south line of the proposed entrance road to the Tooele Ordnance Depot, being 75 feet southerly at right angles from the center line as stated; thence South 65°16' East 3515.10 feet to the West line of State Highway 36; thence South 38°12' West 2183.3 feet to the point of beginning. T. 4 S., R. 4 W., S.L.M.

Calculated to be 151.44 acres, more or less.

Portion of Tract 50-B

A portion of that parcel of land described in the Judgement on Declaration of Taking No. 4 entered on April 23, 1943, in the District Court of the United States for the District of Utah, Central Division, in the condemnation proceeding titled United States of America, petitioner, vs. 13,000 Acres, more or less, of Land in Tooele County, State of Utah, et al., defendants, Civil No. 325, a true copy of which was recorded with the Tooele County Recorder on May 8, 1943 at Number 216698, and which is further described as follows:

Commencing at the Northwest corner of Section 6, Township 4 South, Range 4 West, Salt Lake Meridian; thence East 7920.0 feet more or less to North quarter corner of Section 5, South 1143.83 feet more or less to the West boundary of the County Road right-of-way, South 37°31'30" West 1054.33 feet more or less along said West boundary to the South line of the North half of the South half of the Northwest quarter of said Section 5; thence West 3317.80 feet more or less to the Southwest corner of the North half of the Southeast quarter of the Northeast quarter of said Section 6, South 452.07 feet, North 65°22' West 1272.0 feet more or less to the West boundary of the Los Angeles and Salt Lake Railroad right-of-way; thence South 12°24' West 757.0 feet more or less along said West boundary of said railroad right-of-way to the East and West quarter section line of said Section 6, West 2640.0 feet more or less to the West quarter corner of said Section 6, North 2640.0 feet more or less to Northwest corner of said Section 6, being the point of beginning, Tooele County, Utah.

Excepting therefrom that portion which lies Westerly of the East Right-of-Way line of the

Union Pacific Railroad, being a prolongation of said Right-of-Way line described as bearing North 12 ° 30' East 2244.45 feet in the description of Tract B above, and as recorded in O.R. Number 216135.

Calculated to be 217.64 acres, more or less.

Tract 53

That parcel of land described in the Amended Judgement on Declaration of Taking Number 1 entered on January 27, 1945, in the District Court of the United States for the District of Utah, Central Division, in the condemnation proceeding titled United States of America, petitioner, vs. 13,000 Acres, more or less, of Land in Tooele County, State of Utah, et al., defendants, Civil No. 325, a true copy of which was recorded with the Tooele County Recorder on January 30, 1945 at Number 219440, and which is further described as follows:

Commencing at the East quarter corner of Section 6, Township 4 South, Range 4 West, Salt Lake Meridian; thence South 392.71 feet North 65°22' West 1450.21 feet more or less to the West line of the South half of the Southeast quarter of the Northeast quarter of said Section 6, North 452.07 feet more or less to the North line of the South half of the Southeast quarter of the Northeast quarter of said Section 6, East 1320.0 feet more or less to the East Section line of said Section 6, South 660.0 feet more or less to the point of beginning.

Subject to existing easements for public roads and highways, for public utilities, for railroads and for pipe lines.

Calculated to be 22.85 acres, more or less.

Tract 57

That parcel of land described in the Judgement on Declaration of Taking Number 6 entered on April 24, 1943, in the District Court of the United States for the District of Utah, Central Division, in the condemnation proceeding titled United States of America, petitioner, vs. 13,000 Acres, more or less, of Land in Tooele County, State of Utah, et al., defendants, Civil No. 325, a true copy of which was recorded with the Tooele County Recorder on May 8, 1943 at Number 216697, and which is further described as follows:

Commencing at the North quarter corner of Section 5, Township 4 South, Range 4 West, Salt Lake Meridian; thence East 814 feet more or less; South 37°31'30 " West 1336.6 feet more or less, North 1060 feet more or less to point of beginning, Tooele County, Utah.

Calculated to be 9.90 acres, more or less.

Tract 58-L

That parcel of land described in the Judgement on Declaration of Taking Number 3 entered on April 23, 1943, in the District Court of the United States for the District of Utah, Central Division, in the condemnation proceeding titled United States of America, petitioner, vs. 13,000 Acres, more or less, of Land in Tooele County, State of Utah, et al., defendants, Civil No. 325, a true copy of which was recorded with the Tooele County Recorder on May 8, 1943 at Number 216699,

and which is further described as follows:

Commencing 1320.0 feet, more or less, East from the West quarter corner of Section 5, Township 4 South, Range 4 West, Salt Lake Base and Meridian, said point being the Northwest corner of the Northeast quarter of the Southwest quarter of said Section 5 and running thence South 210.0 feet; then North 37degrees 31 minutes 30 seconds East 280.0 feet, more or less, to the East and West center line of said Section 5; thence West 180.0 feet, more or less, to the point of beginning, and situate in Tooele County, Utah.

Calculated to be 0.44 acres, more or less.

Tract 54-B

That parcel of land described in the Judgement on Declaration of Taking Number 7 entered on May 18, 1943, in the District Court of the United States for the District of Utah, Central Division, in the condemnation proceeding titled United States of America, petitioner, vs. 13,000 Acres, more or less, of Land in Tooele County, State of Utah, et al., defendants, Civil No. 325, a true copy of which was recorded with the Tooele County Recorder on October 17, 1944 at Number 219105, and which is further described as follows:

Commencing at the Northwest corner of the South half of the South half of the Northwest quarter of said Section 5; thence East 1997.80 feet, more or less, to the West boundary of the County road right-of-way; thence South 37°31'30" West 832.18 feet, more or less, to the East and West quarter Section line; thence West 170 feet, more or less, to the Northeast corner of the Northwest quarter of the Southwest quarter of said Section 5; thence South 210 feet, more or less, to the said West boundary of the County road right-of-way; thence South 37°31'30" West along said County road 731.74 feet; thence North 65°21' West 967.63 feet, more or less, to the West Section line of said Section 5; thence North 1052.71 feet, more or less, along said Section line to point of beginning.

Calculated to be 43.49 acres, more or less.

Tract 62

That parcel of land described in the Quitclaim Deed from W. Frank Atkin, et al to the United States of America executed November 3, 1949 and recorded with the Tooele County Recorder on June 8, 1950 at Number 227604, being the same parcel of land described in the Quitclaim Deed from the State Road Commission of Utah to the United States of America executed December 21, 1949 and recorded with the Tooele County Recorder on June 8, 1950 at Number 227605, and which is further described as follows:

A strip of land approximately 150 feet in width and being the existing entrance road to Tooele Ordnance Depot, bounded on the north by Tooele Ordnance Depot, on the south by the Tooele Ordnance Depot known as T.O.D. Park Area, on the west by the easterly line of the Union Pacific Railroad right-of-way and on the east by the westerly line of the County road right-of-way (now State Highway 36) and more particularly described as follows:

Beginning at a point where the East line of the Southwest quarter of the Northeast quarter of Section 6, Township 4 South, Range 4 West, SLB&M, intersects the South line of the entrance

road to Tooele Ordnance Depot, said point below 75 feet at right angles from the center line of said road, and at a point 2081.98 feet North 0°03' East and North 65°16' West 1452.17 feet more or less, from the Southeast corner of Section 6, Township 4 South, Range 4 West, SLB&M, as set forth in the Condemnation Proceeding entitled U.S. of A. v. 178.676 acres of land in Tooele County, Utah, and Annie N. Atkin, et al., Civil 435, Tooele Ordnance Plant Defense Housing Project, Parcel I, Final Judgment dated 28 May 1945 and filed 28 May 1945; said point also being North 0°05' East 36.35 feet from the Northeast corner of the Northwest quarter of the Southeast quarter of said Section 6; thence along the southerly line of the existing entrance road to Tooele Ordnance Depot, said southerly line also being the northerly line of T.O.D. Park Area, North 65°16' West 1204.31 feet to the East line of the Union Pacific Railroad right-of-way; thence northerly along the easterly line of said Union Pacific Railroad right-of-way; North 12°30' East, 153.50 feet more or less to the southerly line of Tooele Ordnance Depot; thence along said southerly line approximately South 65°22' East, 1170.0 feet more or less to a point on the West line of the South half of the Southeast quarter of the Northeast quarter of said Section 6; said point being South, 452.07 feet from the Northwest corner of the South half of the Southeast quarter of the Northeast quarter of said Section 6; thence continuing in a direct line, South 65°22' East, 1450.21 feet, more or less to a point on the east line of said Section 6, said point being approximately South 392.71 feet from the East quarter corner of said Section; thence South 65°21' East, 967.63 feet to a point on the West boundary of the county road right-of-way, said point being 33 feet, perpendicularly distance northwesterly from the center line of said highway; thence southerly along the West boundary of said county road right-of-way to a point, said point being North 0°03' East 725.13 feet and North 38°12' East 1269.05 feet from the Southeast corner of said Section 6 (for reference, Final Judgment of Civil Suit No. 435 Parcel 3 dated 20 April 1944, and filed 20 April 1944); thence along the southerly line of the existing entrance road to Tooele Ordnance Depot, said southerly line also being the northerly line of T.O.D. Park Area, North 65°16' West 2313.79 feet more or less to the point of beginning.

Calculated to be 12.49 acres, more or less.

INDUSTRIAL AREA (1162.49 acres, more or less)

A parcel of land situate in Sections 19, 20, 29, 30 & 31, Township 4 South, Range 4 West, and in Sections 24, 25 & 36, Township 4 South, Range 5 West, Salt Lake Base and Meridian, County of Tooele, State of Utah, more particularly described as follows:

Commencing at the Southeast corner of Section 31, Township 3 South, Range 4 West, Salt Lake Base and Meridian;

Thence North 21° 15' 50" West, a distance of 3743.47 feet to a point on the exterior boundary of the Tooele Army Depot and the TRUE POINT OF BEGINNING;

Thence South 74° 11' 51" West along a fence line extended and an existing fence line, a distance of 1171.10 feet to a fence corner post;

Thence South 73° 51' 02" West, a distance of 238.07 feet to a point offset 99.17 feet Southwesterly from the West edge of asphalt of an existing roadway;

Thence along said offset line North 15° 55' 56" West, a distance of 227.67 feet to a point;

Thence around a curve to the left through a central angle of 27° 01' 09", an arc distance of 343.14 feet, a radius of 727.65 feet and a chord bearing of North 29° 26' 31" West with a distance of 339.97 feet to a point;

Thence North 42° 57' 32" West, a distance of 1102.31 feet to a point;

Thence around a curve to the left through a central angle of $18^{\circ} 20' 33''$, an arc distance of 209.87 feet, a radius of 655.55 feet and a chord bearing of North $52^{\circ} 07' 48''$ West with a distance of 208.97 feet to a point;

Thence North $61^{\circ} 17' 15''$ West, a distance of 682.39 feet to a point;

Thence North $61^{\circ} 30' 00''$ West, a distance of 70.17 feet to a point;

Thence North $08^{\circ} 43' 28''$ East, a distance of 59.19 feet to the east end of a wood retaining wall;

Thence North $78^{\circ} 40' 14''$ West, a distance of 16.22 feet to a corner point of said retaining wall;

Thence North $25^{\circ} 48' 07''$ West, a distance of 33.77 feet crossing an asphalt driveway to the corner of another wood retaining wall;

Thence North $61^{\circ} 29' 41''$ West, a distance of 106.05 feet to a corner in said retaining wall;

Thence North $61^{\circ} 01' 02''$ West, a distance of 158.59 feet to the West end of said retaining wall;

Thence South $45^{\circ} 11' 40''$ West, a distance of 841.32 feet to a fence corner post;

Thence along an existing fence line bearing South $64^{\circ} 01' 50''$ West, a distance of 427.42 feet to a fence corner post;

Thence North $61^{\circ} 13' 53''$ West, a distance of 235.64 feet to a fence corner post;

Thence North $58^{\circ} 55' 16''$ West, a distance of 544.52 feet to an existing fence line;

Thence along an existing fence line North $18^{\circ} 10' 57''$ East, a distance of 400.85 feet to a point on fence;

Thence North $25^{\circ} 06' 34''$ West, a distance of 941.25 feet to a point on fence;

Thence North $61^{\circ} 33' 22''$ West, a distance of 713.92 feet to a point on fence;

Thence South $85^{\circ} 55' 35''$ West, a distance of 727.47 feet to a point on fence;

Thence South $66^{\circ} 39' 26''$ West, a distance of 226.76 feet to a point on fence;

Thence North $28^{\circ} 41' 47''$ East, a distance of 1877.84 feet to a point on fence;

Thence North $13^{\circ} 58' 29''$ West, a distance of 172.80 feet to a point on fence;

Thence North $05^{\circ} 41' 14''$ West, a distance of 98.74 feet to a point on fence;

Thence North $01^{\circ} 46' 18''$ West, a distance of 52.83 feet to a point on fence;

Thence North $20^{\circ} 11' 19''$ East, a distance of 61.03 feet to a point on fence;

Thence North $25^{\circ} 17' 04''$ East, a distance of 182.76 feet to a point on fence;

Thence North $16^{\circ} 15' 12''$ East, a distance of 48.45 feet to a point on fence;

Thence North $01^{\circ} 49' 11''$ West, a distance of 85.08 feet to a point on fence;

Thence North $17^{\circ} 53' 16''$ West, a distance of 84.66 feet to a point on fence;

Thence North $24^{\circ} 16' 36''$ West, a distance of 84.08 feet to a point on fence;

Thence North $33^{\circ} 51' 51''$ West, a distance of 131.09 feet to a point on fence;

Thence North $08^{\circ} 13' 16''$ West, a distance of 227.74 feet to a point on fence;

Thence North $07^{\circ} 03' 56''$ East, a distance of 119.34 feet to a point on fence;

Thence North $08^{\circ} 21' 35''$ West, a distance of 156.30 feet to a fence corner post;

Thence North $23^{\circ} 28' 50''$ East, a distance of 447.85 feet to the West edge of a gravel road which bears North $29^{\circ} 06' 33''$ East;

Thence North $29^{\circ} 06' 33''$ East along said West edge of gravel road and gravel road extended, a distance of 4166.08 feet to a fence post in an existing fence line;

Thence South $60^{\circ} 56' 46''$ East along said fence line and fence line extended, a distance of 775.60 feet to an intersection point with a fence line which bears North $28^{\circ} 54' 42''$ East;

Thence North $28^{\circ} 54' 42''$ East along an existing fence line and fence line extended, a distance of 598.60 feet to a fence corner;

Thence South $61^{\circ} 01' 49''$ East along an existing fence line, a distance of 885.77 feet to a

fence corner;

Thence North 40° 11' 51" East, a distance of 715.13 feet to a point on fence;

Thence North 39° 20' 43" East along an existing fence line and fence line extended, a distance of 695.27 feet to a point on the exterior boundary of the Tooele Army Depot and the West right-of-way line of highway S.R. 112;

Thence along the exterior boundary of the Tooele Army Depot and said West right-of-way line South 32° 48' 05" East, a distance of 1677.53 feet to a point;

Thence around a curve to the left through a central angle of 13° 38' 01" an arc distance of 398.14 feet, a radius of 1673.21 feet and a chord bearing of South 39° 37' 05" East with a distance of 397.20 feet to a point;

Thence South 46° 26' 05" East, a distance of 1975.48 feet to a point;

Thence around a curve to the right through a central angle of 09° 38' 15" an arc distance of 179.34 feet, a radius of 1066.20 feet and a chord bearing of South 41° 36' 58" East with a distance of 179.13 feet to a point;

Thence South 30° 55' 54" West, a distance of 217.90 feet to a point;

Thence around a curve to the left through a central angle of 19° 19' 01" an arc distance of 660.83 feet, a radius of 1960.08 feet and a chord bearing of South 21° 16' 24" West with a distance of 657.70 feet to a point;

Thence South 11° 36' 54" West, a distance of 2193.80 feet to a point;

Thence South 89° 48' 42" West, a distance of 75.00 feet to a point;

Thence South 11° 36' 42" West, a distance of 1364.40 feet to a point;

Thence South 89° 48' 42" West, a distance of 332.50 feet to a point;

Thence South 00° 36' 17" East, a distance of 531.80 feet to a point;

Thence South 89° 48' 42" West, a distance of 610.00 feet to a point;

Thence South 00° 36' 17" East, a distance of 1600.00 feet to a point;

Thence North 89° 48' 42" East, a distance of 609.58 feet to a point;

Thence South 00° 37' 08" East, a distance of 999.74 feet to the TRUE POINT OF BEGINNING.

Containing 1222.10 acres, more or less.

BASIS OF BEARING for the above description: North 00° 36' 57" West between the Southeast Corner and the East Quarter Corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian.

NOTWITHSTANDING the above described metes and bounds description, this description shall include all of the following described parcels.

PORTION OF TRACT 45

That portion of Tract No. 45 as described in the Judgement on Declaration of Taking No. 4 entered on April 23, 1943, in the District Court of the United States for the District of Utah, Central Division, in the condemnation proceeding titled United States of America, petitioner, vs. 13,000 acres of land, more or less, of Land in Tooele County, State of Utah, et al., defendants, Civil No. 325, a true copy of which was recorded with the Tooele County Recorder on May 8, 1943 at Number 216698,

Which lies Southeasterly of the line described in the description above of the INDUSTRIAL AREA as: "Thence North 39° 20' 43" East along an existing fence line and fence line extended, a

distance of 695.27 feet to a point on the exterior boundary of the Tooele Army Depot and the West right-of-way line of highway S.R. 112" and the Northeasterly prolongation of said line.

TRACT 46

That Parcel of land described in the Warranty Deed from Frank Penovich to the United States of America dated October 6, 1942, recorded with the Tooele County Recorder on November 17, 1942 at Number 215882.

TRACT 56

That Parcel of land described in the Warranty Deed from Stana Urich to the United States of America dated May 4, 1943, recorded with the Tooele County Recorder on May 18, 1943 at Number 216785.

PORITION OF TRACT 39-B

That portion of the parcel of land described as TRACT 39 B in the Judgement on Declaration of Taking No. 5 entered on April 24, 1943, in the District Court of the United States for the District of Utah, Central Division, in the condemnation proceeding titled United States of America, petitioner, vs.

13,000 acres of land, more or less, of Land in Tooele County, State of Utah, et al., defendants, Civil No. 325, a true copy of which was recorded with the Tooele County Recorder on May 8, 1943 at Number 216696,

Which lies Southerly of the lines described in the description above of the INDUSTRIAL AREA as: "Thence North 29° 06' 33" East along said West edge of gravel road and gravel road extended, a distance of 4166.08 feet to a fence post in an existing fence line;

Thence South 60° 56' 46" East along said fence line and fence line extended, a distance of 775.60 feet to an intersection point with a fence line which bears North 28° 54' 42" East;

Thence North 28° 54' 42" East along an existing fence line and fence line extended, a distance of 598.60 feet to a fence corner;

Thence South 61° 01' 49" East along an existing fence line, a distance of 885.77 feet to a fence corner;

Thence North 40° 11' 51" East, a distance of 715.13 feet to a point on fence;

Thence North 39° 20' 43" East along an existing fence line and fence line extended".

TRACT 49-A

That parcel of land described as Tract No. 49-A in the Judgement on Declaration of Taking No. 4 entered on April 23, 1943, in the District Court of the United States for the District of Utah, Central Division, in the condemnation proceeding titled United States of America, petitioner, vs. 13,000 acres of land, more or less, of Land in Tooele County, State of Utah, et al., defendants, Civil No. 325, a true copy of which was recorded with the Tooele County Recorder on May 8, 1943 at Number 216698;

PORITION OF TRACT 51

That portion of the parcel described in the Warranty Deed from James A. Bogle and Mary

C. Bogle to the United States of America dated October 9, 1942, recorded with the Tooele County Recorder on December 4, 1942 at Number 215959,

Which lies Northerly of the following lines:

Commencing at the Southeast corner of Section 31, Township 3 South, Range 4 West, Salt Lake Base and Meridian;

Thence North $21^{\circ} 15' 50''$ West, a distance of 3743.47 feet to a point on the exterior boundary of the Tooele Army Depot;

Thence South $74^{\circ} 11' 51''$ West along a fence line extended and an existing fence line, a distance of 1171.10 feet to a fence corner post;

Thence South $73^{\circ} 51' 02''$ West, a distance of 238.07 feet to a point offset 99.17 feet Southwesterly from the West edge of asphalt of an existing roadway;

Thence along said offset line North $15^{\circ} 55' 56''$ West, a distance of 227.67 feet to a point;

Thence around a curve to the left through a central angle of $27^{\circ} 01' 09''$, an arc distance of 343.14 feet, a radius of 727.65 feet and a chord bearing of North $29^{\circ} 26' 31''$ West, a distance of 339.97 feet to a point;

Thence North $42^{\circ} 57' 32''$ West, a distance of 1102.31 feet to a point;

Thence around a curve to the left through a central angle of $18^{\circ} 20' 33''$, an arc distance of 209.87 feet, a radius of 655.55 feet and a chord bearing of North $52^{\circ} 07' 45''$ West with a distance of 208.97 feet to a point;

Thence North $61^{\circ} 17' 15''$ West, a distance of 682.39 feet to a point.

ALSO, any portion of said parcel which lies Northerly of the Easterly prolongation of the line described above as: South $74^{\circ} 11' 51''$ West along a fence line extended and an existing fence line, a distance of 1171.10 feet to a fence corner post.

EXCEPTING THEREFROM the following described parcels:

RAIL CLASSIFICATION YARD

Commencing at the Northeast corner of Section 31, Township 3 South, Range 4 West, Salt Lake Meridian;

Thence South $70^{\circ} 37' 44''$ West, a distance of 3550.06 feet to a point on the South boundary of the Tooele Army Depot Industrial Area Boundary and the TRUE POINT OF BEGINNING;

Thence North $42^{\circ} 57' 32''$ West along said Industrial Area Boundary, a distance of 71.70 feet to a point;

Thence North $28^{\circ} 56' 52''$ East, a distance of 613.80 feet to a point;

Thence North $21^{\circ} 54' 21''$ East, a distance of 980.30 feet to a point;

Thence North $28^{\circ} 59' 12''$ East, a distance of 630.57 feet to a point;

Thence North $34^{\circ} 23' 10''$ East, a distance of 208.73 feet to a point;

Thence North $20^{\circ} 07' 55''$ East, a distance of 36.97 feet to a point;

Thence North $01^{\circ} 26' 37''$ West, a distance of 110.94 feet to an existing chain link fence corner point;

Thence along said chain link fence through the following 4 calls to-wit: North $38^{\circ} 02' 44''$ East, a distance of 700.89 feet to a point;

Thence North $28^{\circ} 59' 15''$ East, a distance of 1756.58 feet to a point;

Thence North $27^{\circ} 44' 23''$ West, a distance of 32.75 feet to a point;

Thence North $40^{\circ} 06' 08''$ East, a distance of 411.09 feet to a fence corner point;

Thence North $36^{\circ} 18' 03''$ East, a distance of 359.90 feet to a point;

Thence North 67° 56' 18" East, a distance of 24.30 feet to a point;
Thence South 08° 54' 32" East, a distance of 23.77 feet to a point;
Thence South 29° 02' 55" West, a distance of 5806.60 feet to the TRUE POINT OF BEGINNING.

Containing 17.62 acres, more or less.

BASIS OF BEARING for the above description: North 00° 36' 57" West between the Southeast Corner and the East Quarter Corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian.

CONSOLIDATED MAINTENANCE FACILITY

Commencing at the Southeast corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian;

Thence North 67° 52' 22" West, a distance of 3560.14 feet to the Southwest corner of a WAREHOUSE PARCEL;

Thence North 61° 00' 00" West along the Southerly boundary of said parcel and said boundary extended, a distance of 1923.11 feet to a point on an existing back of curb line, and the TRUE POINT OF BEGINNING;

Thence South 28° 57' 56" West, a distance of 119.95 feet to a point 0.5 feet Southerly of an existing fence line;

Thence parallel with said existing fence line through the following 7 calls, to-wit: North 60° 30' 53" West, a distance of 29.02 feet to a point; South 72° 06' 47" West, a distance of 106.43 feet to a point; North 60° 59' 24" West, a distance of 207.87 feet to a point; South 33° 25' 34" West, a distance of 7.86 feet to a point; North 60° 59' 27" West, a distance of 804.97 feet to a point; North 28° 41' 03" East, a distance of 1548.89 feet to a point; South 61° 01' 58" East, a distance of 1211.76 feet to a point on the extension of an existing back of curb line;

Thence along said back of curb line through the following 3 calls, to-wit: South 28° 58' 31" West, a distance of 650.50 feet to a point; South 46° 44' 37" West, a distance of 290.52 feet to a point; South 28° 58' 23" West, a distance of 417.28 feet to the TRUE POINT OF BEGINNING.

Containing 41.24 acres, more or less.

BASIS OF BEARING for the above description: North 00° 36' 57" West between the Southeast Corner and the East Quarter Corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian.

BUILDING NO. 622

Commencing at the Southeast corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian;

Thence North 71° 02' 41" West, a distance of 4639.90 feet to a point on the centerline of Jade Street and the TRUE POINT OF BEGINNING;

Thence South 28° 57' 15" West along the centerline of Jade Street, a distance of 266.24 feet, to the intersection point of the centerline of Jade Street with the centerline of E Avenue;

Thence North 61° 02' 45" West along the centerline of E Avenue, a distance of 122.28 feet to a point;

Thence North 28° 57' 15" East, a distance of 266.24 feet to a point;
Thence South 61° 02' 45" East, a distance of 122.28 feet to the TRUE POINT OF
BEGINNING.

Containing 0.75 acres, more or less.

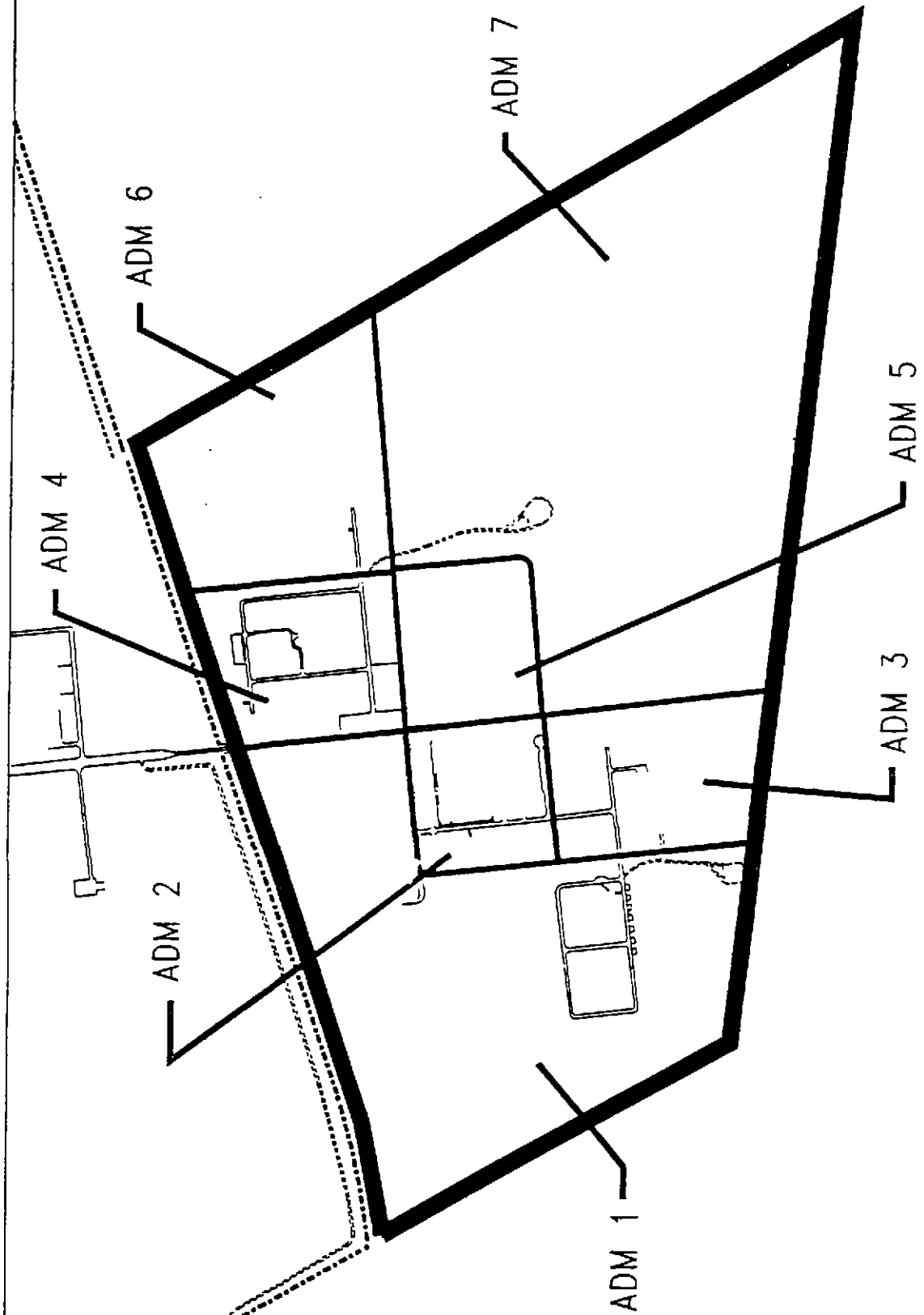
BASIS OF BEARING for the above description: North 00° 36' 21" West between the
Southeast Corner and the Northeast Corner of Section 31, Township 3 South, Range 4 West, Salt
Lake Base and Meridian.

END OF DESCRIPTION OF INDUSTRIAL AREA



EXHIBIT B

**MAP OF
RESTORATION AND REUSE PARCELS
AND DEPICTION OF BUILDINGS 611, 659 AND
CONTAMINATED AREA SURROUNDING BUILDING 637**



TEAD BRAC P...

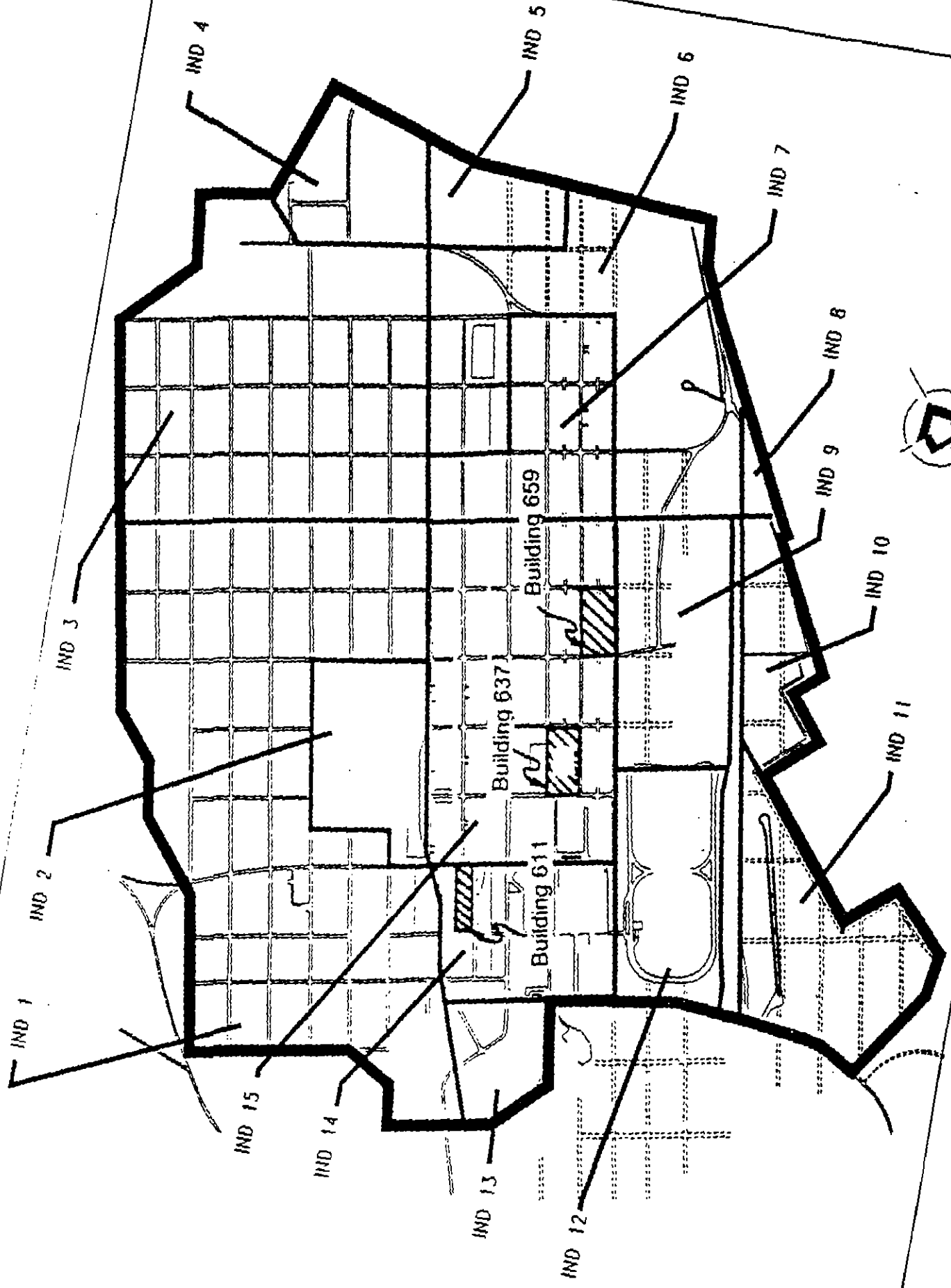
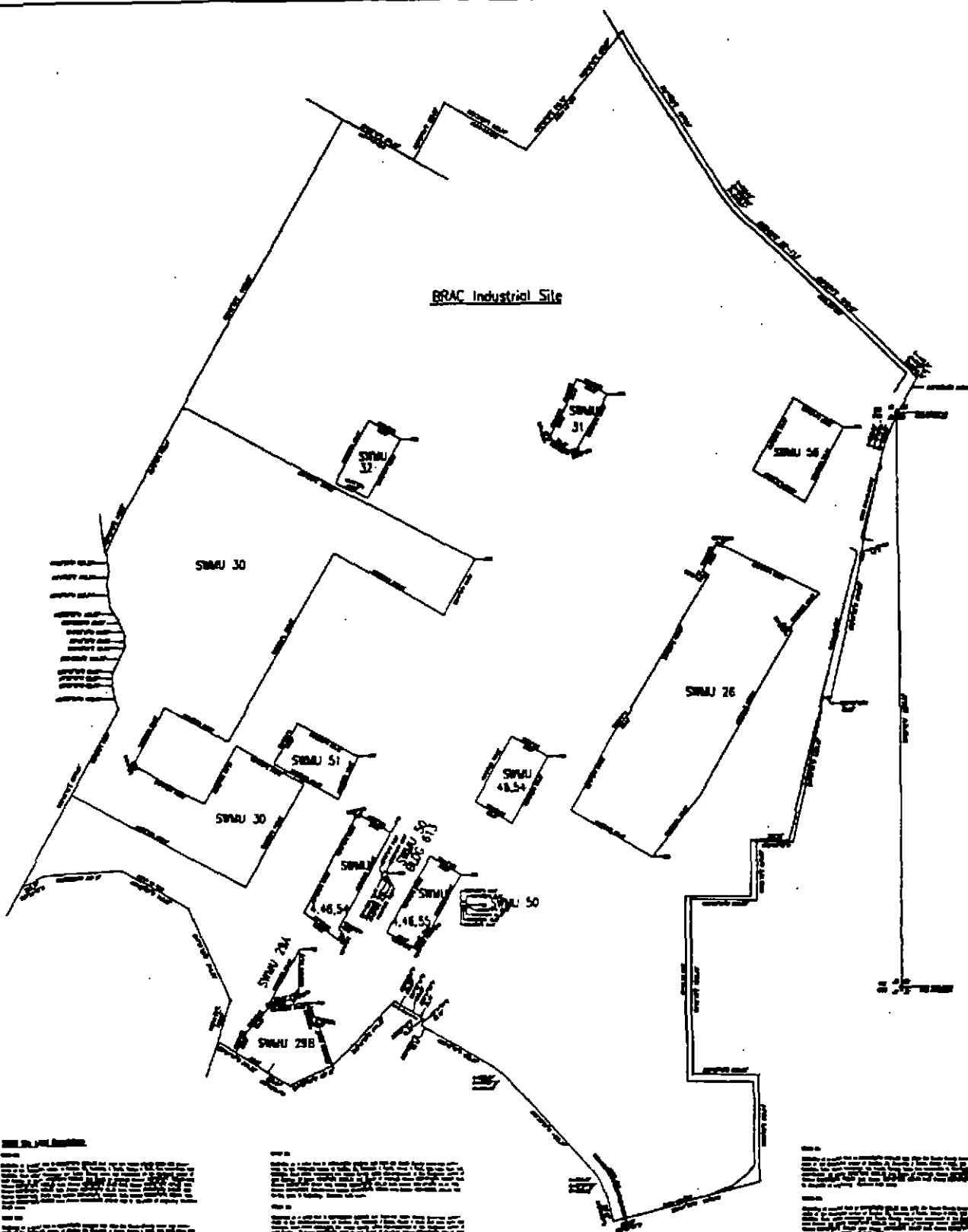


EXHIBIT C

LEGAL DESCRIPTION OF EACH SWMU



Legend

SWMU Boundary

SWMU 30

SWMU 31

SWMU 32

SWMU 33

SWMU 34

SWMU 35

SWMU 36

SWMU 37

SWMU 38

SWMU 39

SWMU 40

SWMU 41

SWMU 42

SWMU 43

SWMU 44

SWMU 45

SWMU 46

SWMU 47

SWMU 48

SWMU 49

SWMU 50

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SWMU 87

SWMU 88

SWMU 89

SWMU 90

SWMU 91

SWMU 92

SWMU 93

SWMU 94

SWMU 95

SWMU 96

SWMU 97

SWMU 98

SWMU 99

SWMU 100

Notes

1. SWMU boundaries are shown for information only. They are not to be used for any other purpose.

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Legend

SWMU Boundary

SWMU 30

SWMU 31

SWMU 32

SWMU 33

SWMU 34

SWMU 35

SWMU 36

SWMU 37

SWMU 38

SWMU 39

SWMU 40

SWMU 41

SWMU 42

SWMU 43

SWMU 44

SWMU 45

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SWMU 91

SWMU 92

SWMU 93

SWMU 94

SWMU 95

SWMU 96

SWMU 97

SWMU 98

SWMU 99

SWMU 100

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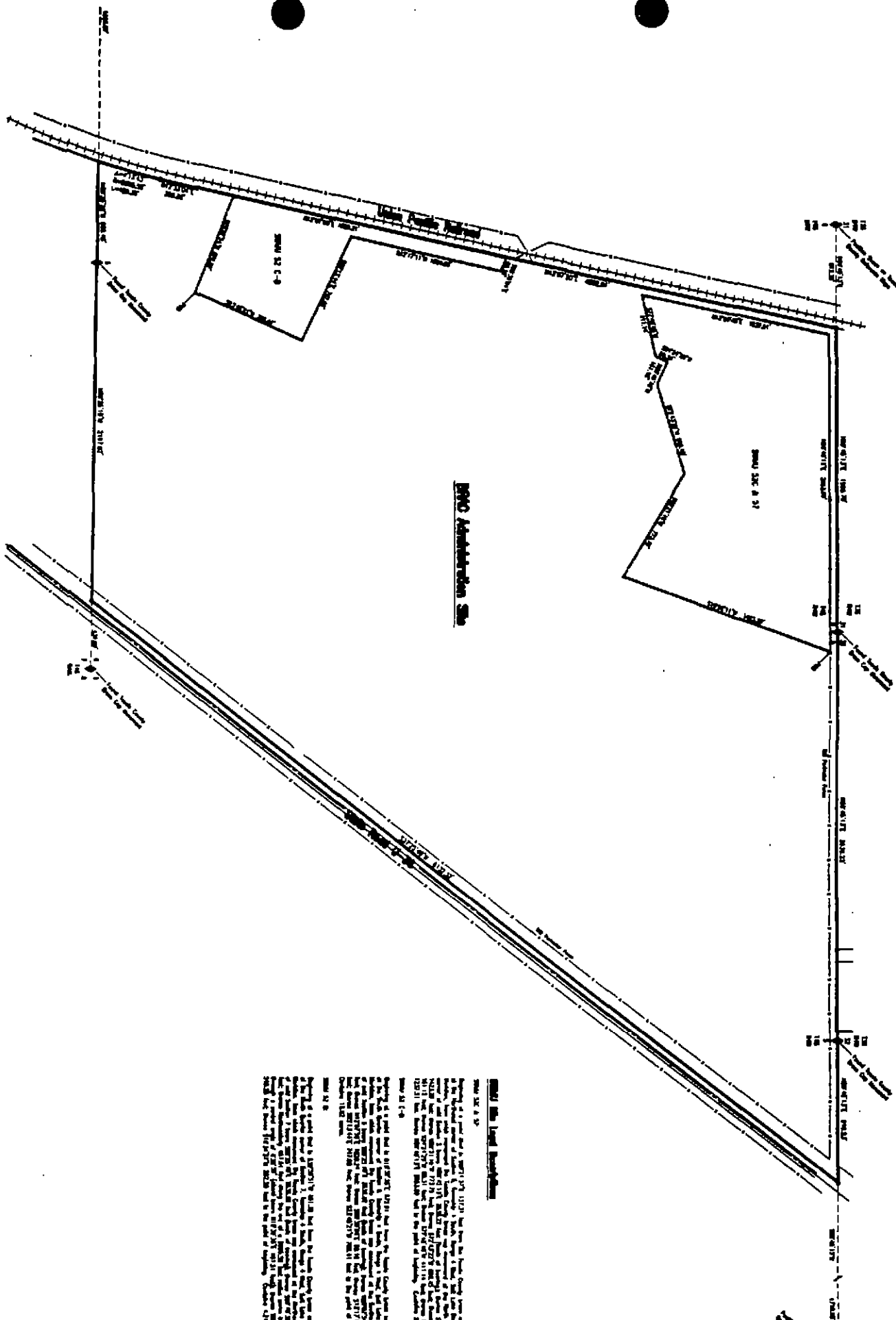
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BNO Assessor's Site

BNO 500 x 20

The drawing is a plan view of the BNO Assessor's Site. It shows a large rectangular area with several internal divisions. A central area is labeled 'BNO Assessor's Site'. To the right, there is a large rectangular area labeled 'BNO 500 x 20'. To the left, there is a smaller rectangular area labeled 'BNO 100 x 20'. The drawing includes various lines, arrows, and labels indicating boundaries, access points, and specific areas. A north arrow is located in the upper right corner. The drawing is oriented horizontally on the page.

SWMU Site Legal Descriptions

SWMU 26:

Beginning at a point that is N62°09'16"W 2591.06 feet from the Tooele County brass cap monument at the Southeast corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian, from which monument the Tooele County brass cap monument at the Northeast corner of said Section 30 bears N0°05'16"W 5293.32 feet (basis of bearing); thence N38°32'49"E 702.10 feet; thence N29°29'33"E 1757.39 feet; thence N27°25'29"E 31.89 feet; thence N40°29'19"E 411.35 feet; thence N62°56'56"W 969.73 feet; thence N86°13'12"W 84.76 feet; thence S29°02'00"W 268.86 feet; thence S59°31'18"E 73.42 feet; thence S30°48'04"W 1498.01 feet; thence S39°34'17"W 180.44 feet; thence S29°37'18"W 847.56 feet; thence S60°26'49"E 875.12 feet to the point of beginning. Contains 61.87 acres.

SWMU 29A:

Beginning at a point that is N86°16'24"W 5624.60 feet from the Tooele County brass cap monument at the Southeast corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian, from which monument the Tooele County brass cap monument at the Northeast corner of said Section 30 bears N0°05'16"W 5293.32 feet (basis of bearing); thence S0°21'48"W 411.42 feet; thence S61°15'09"W 97.97 feet; thence S81°21'34"W 184.59 feet; thence N29°07'54"E 556.69 feet to the point of beginning. Contains 1.34 acres.

SWMU 29B:

Beginning at a point that is S88°41'03"W 5542.96 feet from the Tooele County brass cap monument at the Southeast corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian, from which monument the Tooele County brass cap monument at the Northeast corner of said Section 30 bears N0°05'16"W 5293.32 feet (basis of bearing); thence S13°09'24"E 212.42 feet; thence S76°23'38"E 61.93 feet; thence S17°40'39"E 372.26 feet; thence S64°32'49"W 427.42 feet; thence N60°42'54"W 235.64 feet; thence N58°24'17"W 348.49 feet; thence N27°55'29"E 206.46 feet; thence N42°45'34"E 334.53 feet; thence N84°21'09"E 334.58 feet to the point of beginning. Contains 9.78 acres.

SWMU 30:

Beginning at a point that is S71°28'28"W 4147.89 feet from the Tooele County brass cap monument at the Northeast corner of Section 30 Township 3 South, Range 4 West, Salt Lake Base and Meridian, from which monument of Tooele County brass cap monument at the Southeast corner of said Section 30 bears S0°05'16"E 5293.32 feet (basis of bearing); thence S29°17'16"W 598.53 feet; thence N60°29'35"W 1192.48 feet; thence S29°20'04"W 2019.47 feet; thence N60°24'00"W 677.59 feet; thence S28°59'21"W 564.02 feet; thence S16°24'52"E 70.39 feet; thence S60°43'23"E 707.51 feet; thence N29°23'19"E 617.51 feet; thence S60°39'57"E 710.46 feet; thence S29°25'50"W 1106.35 feet; thence N61°51'51"W 1838.11 feet; thence N29°12'46"E 915.91 feet; thence N13°27'30"W 172.80 feet; thence N5°10'15"W 98.74 feet; thence N1°15'19"W 52.83 feet; thence N20°42'18"E 61.03 feet; thence N25°48'03"E 182.76 feet; thence N16°46'11"E 48.45 feet; thence N1°18'12"W 85.08 feet; thence N17°22'17"W 84.66 feet; thence N23°45'37"W 84.08 feet; thence N33°20'52"W 131.09 feet; thence N7°42'17"W 227.74 feet; thence N7°34'55"E 119.34 feet; thence N7°50'36"W 156.30 feet; thence N23°59'49"E 447.85 feet; thence

N29°37'32"E 11102.41 feet; thence S62°13'57"E 3071.62 feet to the point of beginning. Contains 154.26 acres.

SWMU 31:

Beginning at a point that is N85°41'52"W 2675.18 feet from the Tooele County brass cap monument at the Northeast corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian, from which monument the Tooele County brass cap monument at the Southeast corner of said Section 30 bears S0°05'16"E 5293.32 feet (basis of bearing); thence S30°11'42"W 558.60 feet; thence S68°42'18"W 84.99 feet; thence N58°40'27"W 191.19 feet; thence N15°14'18"W 45.70 feet; thence N27°40'00"E 299.60 feet; thence N24°20'27"E 286.10 feet; thence S60°45'52"E 319.10 feet to the point of beginning. Contains 4.12 acres.

SWMU 32:

Beginning at a point that is S87°33'00"W 4620.69 feet from the Tooele County brass cap monument at the Northeast corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian, from which monument the Tooele County brass cap monument at the Southeast corner of said Section 30 bears S0°05'16"E 5293.32 feet (basis of bearing); thence S30°42'06"W 623.32 feet; thence N64°42'13"W 335.68 feet; thence N29°16'20"E 646.71 feet; thence S60°40'38"E 350.42 feet to the point of beginning. Contains 4.99 acres.

SWMU 4, 46, 54:

Beginning at a point that is N73°10'00"W 4960.95 feet from the Tooele County brass cap monument at the Southeast corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian, from which monument the Tooele County brass cap monument at the Northeast corner of said Section 30 bears N0°05'16"W 5293.32 feet (basis of bearing); thence N60°15'18"W 308.65 feet; thence S80°34'15"W 74.05 feet; thence S29°37'43"W 495.08 feet; thence S27°45'40"W 497.56 feet; thence S51°17'58"E 401.75 feet; thence N28°17'55"E 88.74 feet; thence N59°30'56"W 43.35 feet; thence N29°33'02"E 1012.40 feet to the point of beginning. Contains 8.94 acres.

SWMU 4, 46, 55:

Beginning at a point that is N75°37'23"W 4224.49 feet from the Tooele County brass cap monument at the Southeast corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian, from which monument the Tooele County brass cap monument at the Northeast corner of said Section 30 bears N0°05'16"W 5293.32 feet (basis of bearing); thence S29°30'59"W 573.57 feet; thence S45°47'06"W 93.85 feet; thence S29°33'45"W 140.16 feet; thence N60°07'20"W 319.27 feet; thence N30°16'05"E 816.33 feet; thence S58°00'44"E 335.27 feet to the point of beginning. Contains 6.22 acres.

SWMU 46, 54:

Beginning at a point that is N56°42'24"W 3904.05 feet from the Tooele County brass cap monument at the Southeast corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian, from which monument the Tooele County brass cap monument at the Northeast corner of said Section 30 bears N0°05'16"W 5293.32 feet (basis of bearing); thence S28°49'33"W 703.10 feet; thence N60°18'34"W

401.57 feet; thence N29°52'03"E 700.04 feet; thence S60°44'52"E 388.81 feet to the point of beginning. Contains 6.36 acres.

SMWU 50:

Beginning at a point that is N79°06'58"W 4083.09 feet from the Tooele County brass cap monument at the Southeast corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian, from which monument the Tooele County brass cap monument at the Northeast corner of said Section 30 bears N0°05'16"W 5293.32 feet (basis of bearing); thence N60°19'59"W 79.74 feet; thence S29°43'53"W 45.63 feet; thence S60°35'02"E 35.23 feet; thence N29°28'05"E 16.73 feet; thence S60°24'45"E 44.72 feet; thence N29°28'11"E 28.69 feet to the point of beginning. Contains 0.0662 acre.

SWMU 50 BLDG 613:

Beginning at a point that is N77°30'41"W 4896.98 feet from the Tooele County brass cap monument at the Southeast corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian, from which monument the Tooele County brass cap monument at the Northeast corner of said Section 30 bears N0°05'16"W 5293.32 feet (basis of bearing); thence N61°06'45"W 42.81 feet; thence S28°22'22"W 71.56 feet; thence S61°41'52"E 26.74 feet; thence N29°25'25"E 39.04 feet; thence S61°07'42"E 15.30 feet; thence N28°28'00"E 32.24 feet to the point of beginning. Contains 0.0560 acre.

SWMU 51:

Beginning at a point that is N66°58'29"W 5491.98 feet from the Tooele County brass cap monument at the Southeast corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian, from which monument the Tooele County brass cap monument at the Northeast corner of said Section 30 bears N0°05'16"W 5293.32 feet (basis of bearing); thence N61°25'57"W 641.75 feet; thence S30°39'22"W 429.90 feet; thence S60°45'16"E 678.54 feet; thence N25°48'38"E 438.15 feet to the point of beginning. Contains 6.57 acres.

SWMU 52 C-D:

Beginning at a point that is N16°31'36"E 672.91 feet from the Tooele County brass cap monument at the South Quarter corner of Section 6, Township 4 South, Range 4 West, Salt Lake Base and Meridian, from which monument the Tooele County brass cap monument at the Southeast corner of said Section 6 bears S89°25'10"E 2636.82 feet (basis of bearing); thence N68°07'54"W 678.99 feet; thence N12°07'50"E 1820.21 feet; thence S68°36'04"E 98.10 feet; thence S12°17'10"W 1004.95 feet; thence S65°13'44"E 747.68 feet; thence S23°45'21"W 766.41 feet to the point of beginning. Contains 15.92 acres.

SWMU 52C & 57:

Beginning at a point that is S69°21'37"E 137.31 feet from the Tooele County brass cap monument at the Northwest corner of Section 5, Township 4 South, Range 4 West, Salt Lake Base and Meridian, from which monument the Tooele County brass cap monument at the North Quarter corner of said Section 5 bears N89°45'13"E 2636.22 feet (basis of bearing); thence S19°56'11"W 1423.29 feet; thence N59°21'19"W 773.75 feet; thence S72°43'22"W 606.45 feet; thence N65°49'18"W 161.15 feet; thence

S24°24'29"W 80.31 feet; thence S77°42'46"W 411.14 feet thence N12°04'40"E 1237.51 feet; thence N89°46'13"E 2053.09 feet to the point of beginning. Contains 50.14 acres.

SWMU 56:

Beginning at a point that is S74°39'12"W 508.35 feet from the Tooele County brass cap monument at the Northeast corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian, from which monument the Tooele County brass cap monument at the Southeast corner of said Section 30 bears N0°05'16"W 5293.32 feet (basis of bearing); thence S28°00'56"W 761.89 feet; thence N57°27'51"W 552.99 feet; thence N29°22'00"E 761.57 feet; thence S57°22'11"E 535.05 feet to the point of beginning. Contains 9.49 acres.



EXHIBIT D

Table of Allowed Uses and Restrictions

This table reflects allowed uses and restrictions applicable as of December 18, 1998. These restrictions may be terminated, removed or modified in the future as contemplated by Article VIII of the Declaration of Covenants, Conditions, and Restrictions to which this Exhibit D is attached.

Parcel ³	Long-term Anticipated Use ¹	Long-term Restrictions ²			Temporary Restrictions ²			
		Sec. 6.1: Residential Restriction	Sec. 6.2: Ground- water System Restriction	Sec. 6.3: Ground- water Withdrawal Restriction	Sec. 7.1.1 & Sec. 7.1.2: SWMU Restrictions	Sec. 7.1.3: Residential Restriction	Sec. 7.2: Building Access Restriction	Sec. 7.3: Building Coordina- tion Req't
Administrative - 1	R, C/I		X					
SWMU 52D- Stable Area	R, C/I		X		X	X		
Administrative - 2	R, C/I		X					
Administrative - 3	R, C/I		X					
Administrative - 4	R, C/I		X					
Administrative - 5	R, C/I		X					
Administrative - 6	R, C/I		X					
SWMU 52C - Spreading Area (Charcoal Mat'l)	R, C/I		X		X	X		
SWMU 57 - Skeet Range	R, C/I		X		X	X		
Administrative - 7	R, C/I		X					
SWMU 52C - Spreading Area (Charcoal Mat'l)	R, C/I		X		X	X		
SWMU 57 - Skeet Range	R, C/I		X		X	X		
Industrial - 1	R ⁴ , C/I	X ⁴	X	X				
SWMU 29 - Drum Storage Area	C/I	X	X	X	X			
SWMU 30 - Old IWL (Ditches)	C/I	X	X	X	X			
SWMU 32 - PCB Spill Site	C/I	X	X	X	X			
SWMU 49 - Storm/Indust. Waste Water Sys.	C/I	X	X	X	X			
SWMU 51 - Chromic Acid/Alodine Drying Beds	C/I	X	X	X	X			
Industrial - 3	R ⁴ , C/I	X ⁴	X	X				
SWMU 49 - Storm/Indust. Waste Water Sys.	C/I	X	X	X	X			
Industrial - 4	R ⁴ , C/I	X ⁴	X	X				
Industrial - 5	R ⁴ , C/I	X ⁴	X	X				
Industrial - 6	R ⁴ , C/I	X ⁴	X	X				X
SWMU 26 - DRMO Storage Yard	C/I	X	X	X	X			X
SWMU 31 - Transformer Boxing Area	C/I	X	X	X	X			X
SWMU 49 - Storm/Indust. Waste Water Sys.	C/I	X	X	X	X			X
SWMU 56 - Unburned Area	C/I	X	X	X	X			X
SWMU 56 - Burned Area	C/I	X	X	X	X			X
Industrial - 7	R ⁴ , C/I	X ⁴	X	X				X
SWMU 49 - Storm/Indust. Waste Water Sys.	C/I	X	X	X	X			X

	Long-term Anticipated Use ¹	Long-term Restrictions ²			Temporary Restrictions ²			
Parcel ³	Usage	Sec. 6.1: Residential Restriction	Sec. 6.2: Ground-water System Restriction	Sec. 6.3: Ground-water Withdrawal Restriction	Sec. 7.1.1 & Sec. 7.1.2: SWMU Restrictions	Sec. 7.1.3: Residential Restriction	Sec. 7.1.5: Building Access Restriction	Sec. 7.3: Building Coordination Req't
Industrial - 8	R ⁴ , C/I	X ⁴	X	X				X
Industrial - 9	C/I	X	X	X	X			X
SWMU 26 - DRMO Storage Yard	C/I	X	X	X	X			X
Industrial - 10	R ⁴ , C/I	X ⁴	X	X				X
Industrial - 11	R ⁴ , C/I	X ⁴	X	X				
Industrial - 12	R ⁴ , C/I	X ⁴	X	X				
Industrial - 13	R ⁴ , C/I	X ⁴	X	X				
SWMU 29 - Drum Storage Area	C/I	X	X	X	X			
Industrial - 14	R ⁴ , C/I	X ⁴	X	X				
Building 611 - Firing Range	C/I	X	X	X			X	
SWMU 04 - Sandblast Areas (Bldg 600)	C/I	X	X	X	X			
SWMU 04 - Sandblast Areas (Bldg 615)	C/I	X	X	X	X			
SWMU 04 - Sandblast Areas (Bldg 617)	C/I	X	X	X	X			
SWMU 46 - Used Oil Dumpsters (Bldg 602)	C/I	X	X	X	X			
SWMU 46 - Used Oil Dumpsters (Bldg 611)	C/I	X	X	X	X			
SWMU 49 - Storm/Indust. Waste Water Sys.	C/I	X	X	X	X			
SWMU 50 - Compressor Condensate Drains (Bldg 613)	C/I	X	X	X	X			
SWMU 50 - Compressor Condensate Drains (Bldg 619)	C/I	X	X	X	X			
SWMU 54 - Sandblast Area (Bldg 611)	C/I	X	X	X	X			
SWMU 55 - Battery Shop (Bldg 618)	C/I	X	X	X	X			
Industrial - 15	R ⁴ , C/I	X ⁴	X	X				
Building 637 (outside) - Underground Storage Tank Sites	C/I	X	X	X			X	
Building 659 -Transformer Storage Facility	C/I	X	X	X			X	
SWMU 49 -Storm/Indust. Waste Water Sys.	C/I	X	X	X	X			
SWMU 54 -Sandblast Area (Bldg 637)	C/I	X	X	X	X			

1. R = Residential, C/I = Commercial/Industrial.

2. Restriction applies in areas where block is marked with an "X." Section numbers refer to sections of the CCRs.

3. See Exhibit B for Parcel descriptions.

4. The residential restrictions apply only to existing buildings and SWMUs in this parcel.



EXHIBIT E

WHEN RECORDED, MAIL TO:

NOTICE OF DE-LISTING

THIS NOTICE OF DE-LISTING (the "Notice") is issued pursuant to and in conformance with the applicable provisions of that certain Declaration of Covenants, Conditions and Restrictions for Tooele Army Depot Economic Development Conveyance Pursuant to Base Closure and Realignment Act of 1990 (Public Law 101-510, Part A, Title XXXIX, 10 U.S. Code 2687 Note), dated _____, recorded as Entry No. _____, Book _____, Page _____ of Records, in the office of the County Recorder, Tooele County, State of Utah (the "Declaration").

WHEREAS, this Notice applies to the property more particularly described in Exhibit "A" attached hereto and incorporated by reference herein (the "Property"); and

WHEREAS, the Property has been identified as a National Priority List ("NPL") Site under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. 9601, et seq. ("CERCLA"); and

WHEREAS, the Property has been removed from the NPL by the United States Environmental Protection Agency;

NOW, THEREFORE, without limiting or otherwise modifying restrictions under the Declaration, pursuant to the applicable provisions of Article V of the Declaration, the Army hereby issues this Notice that the Property has been removed from the NPL.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this _____ day of _____, 1998.

UNITED STATES OF AMERICA,
Acting by and through the Secretary
of the Army

By: _____

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA)
 : ss.
COUNTY OF ARLINGTON)

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, whose commission as such expires on the ____ day of _____, 1998, do hereby certify that this day personally appeared before me in the said Commonwealth of Virginia, County of Arlington, _____, whose name is affixed to the foregoing document dated the ____ day of _____, 1998 and acknowledged the same for and on behalf of the United States of America.

NOTARY PUBLIC

EXHIBIT F

WHEN RECORDED, MAIL TO:

**GROUNDWATER
CERTIFICATE OF TERMINATION AND REMOVAL OF RESTRICTIONS**

THIS GROUNDWATER CERTIFICATE OF TERMINATION AND REMOVAL OF RESTRICTIONS (the "Certificate") is issued pursuant to and in conformance with the applicable provisions of that certain Declaration of Covenants, Conditions and Restrictions for Tooele Army Depot Economic Development Conveyance Pursuant to the Base Closure and Realignment Act of 1990 (Public Law 101-510, Part A, Title XXXIX, 10 U.S. Code 2687 Note), dated _____, recorded as Entry No. _____, Book _____, Page _____ of Records, in the office of the County Recorder, Tooele County, State of Utah (the "Declaration").

WHEREAS, this Certificate applies to the parcel of property more particularly described in Exhibit "A" attached hereto and incorporated by reference herein (the "Parcel"); and

WHEREAS, the United States of America, acting through the Department of the Army (the "Army"), in conformance with the Comprehensive Environmental Response, Compensation and Liability Act, as amended 42 U.S.C. 9601, et seq. ("CERCLA"), and pursuant to a certain Federal Facilities Agreement (the "FFA") between the Army and the United States Environmental Protection Agency (the "USEPA") and the Utah Department of Environmental Quality ("UDEQ"), dated 16 September 1991, and all amendments thereto, and a certain Industrial Waste Lagoon, Post Closure Permit, (the "PCP") between the Army and the UDEQ, dated 7 January 1991, and all amendments thereto, is obligated to remediate groundwater environmental contamination resulting from Army activities on the Parcel, in conformance with the requirements of CERCLA, the FFA and the PCP; and

WHEREAS, the Parcel has been transferred by the Army to the Redevelopment Agency of Tooele City, Utah, and its successors, assigns, lessees, sub-lessees, and lenders of the RDA, or their respective successors and assigns (collectively the "RDA"), subject to the restrictions set forth in the Declaration applicable to the Parcel; and

WHEREAS, the Army has received a letter or other documentation from the UDEQ and the USEPA accepting the Army's certification that all necessary Response Actions pertaining to groundwater has been completed for such Parcel, and the groundwater is fit for human consumption, a copy of which is attached hereto as Exhibit "B" and incorporated by reference herein;



EXHIBIT G

WHEN RECORDED, MAIL TO:

SWMU

CERTIFICATE OF TERMINATION AND REMOVAL OF RESTRICTIONS

THIS SWMU CERTIFICATE OF TERMINATION AND REMOVAL OF RESTRICTIONS (the "Certificate") is issued pursuant to and in conformance with the applicable provisions of that certain Declaration of Covenants, Conditions and Restrictions for Tooele Army Depot Economic Development Conveyance Pursuant to the Base Closure and Realignment Act of 1990 (Public Law 101-510, Part A, Title XXXIX, 10 U.S. Code 2687 Note), dated _____, recorded as Entry No. _____, Book _____, Page _____ of Records, in the office of the County Recorder, Tooele County, State of Utah (the "Declaration").

WHEREAS, this Certificate applies to the Solid Waste Management Unit No. _____ more particularly described in Exhibit "A" attached hereto and incorporated by reference herein (the "SWMU"); and

WHEREAS, the United States of America, acting through the Department of the Army (the "Army"), in conformance with the Comprehensive Environmental Response, Compensation and Liability Act, as amended 42 U.S.C. 9601, et seq. ("CERCLA"), and pursuant to a certain Federal Facilities Agreement (the "FFA") between the Army and the United States Environmental Protection Agency (the "USEPA") and the Utah Department of Environmental Quality ("UDEQ"), dated 16 September 1991, and all amendments thereto, and a certain Industrial Waste Lagoon, Post Closure Permit (the "PCP") between the Army and the UDEQ, dated 7 January 1991, and all amendments thereto, is obligated to remediate environmental contamination resulting from Army activities on the SWMU, in conformance with the requirements of CERCLA, the FFA and the PCP; and

WHEREAS, the Parcel burdened by the SWMU has been transferred by the Army to the Redevelopment Agency of Tooele City, Utah, and its successors, assigns, lessees, sub-lessees, and lenders of the RDA, or their respective successors and assigns (collectively the "RDA"), subject to the restrictions set forth in the Declaration applicable to the SWMU; and

WHEREAS, the Army has received a letter or other documentation from the UDEQ and the USEPA accepting the Army's certification that all necessary Response Actions pertaining to the SWMU has been completed for the SWMU, a copy of which is attached hereto as Exhibit "B" and incorporated by reference herein;



EXHIBIT H

WHEN RECORDED, MAIL TO:

**BUILDING
CERTIFICATE OF TERMINATION AND REMOVAL OF RESTRICTIONS**

THIS BUILDING CERTIFICATE OF TERMINATION OF REMOVAL OF RESTRICTIONS (the "Certificate") is issued pursuant to and in conformance with the applicable provisions of that certain Declaration of Covenants, Conditions and Restrictions for Tooele Army Depot Economic Development Conveyance Pursuant to the Base Closure and Realignment Act of 1990 (Public Law 101-510, Part A, Title XXXIX, 10 U.S. Code 2687 Note), dated _____, recorded as Entry No. _____, Book _____, Page _____ of Records, in the office of the County Recorder, Tooele County, State of Utah (the "Declaration").

WHEREAS, this Certificate applies to Building No. [611] [659] [the area surrounding Building 637] more particularly described in Exhibit "A" attached hereto and incorporated by reference herein (the "Building"); and

WHEREAS, the United States of America, acting through the Department of the Army (the "Army"), in conformance with the Comprehensive Environmental Response, Compensation and Liability Act, as amended 42 U.S.C. 9601, et seq. ("CERCLA"), and pursuant to a certain Federal Facilities Agreement (the "FFA") between the Army and the United States Environmental Protection Agency (the "USEPA") Utah Department of Environmental Quality ("UDEQ"), dated 16 September 1991, and all amendments thereto, and a certain Industrial Waste Lagoon, Post Closure Permit (the "PCP") between the Army and the UDEQ, dated 7 January 1991, and all amendments thereto, is obligated to remediate environmental contamination resulting from Army activities in the [Building] [area surrounding Building 637], in conformance with the requirements of CERCLA, the FFA and the PCP; and

WHEREAS, [Building 611] [Building 659] [the area surrounding Building 637] has been transferred by the Army to the Redevelopment Agency of Tooele City, Utah, and its successors, assigns, lessees, sub-lessees, and lenders of the RDA, or their respective successors and assigns (collectively the "RDA"), subject to the restrictions set forth in the Declaration applicable to the Parcel; and

WHEREAS, the Army has received a letter or other documentation from the UDEQ and the USEPA accepting the Army's certification that all necessary Response Actions pertaining to [Building 611] [Building 659] [the area surrounding Building 637] has been completed for said [Building] [area], a copy of which is attached hereto as Exhibit "B" and incorporated by reference herein;

EXHIBIT I

WHEN RECORDED, MAIL TO:

CERTIFICATE OF MODIFICATION OF USE/RESTRICTIONS

CERTIFICATE OF MODIFICATION OF USE/RESTRICTIONS (the "Certificate") is issued pursuant to and in conformance with the applicable provisions of that certain Declaration of Covenants, Conditions and Restrictions for Tooele Army Depot Economic Development Conveyance Pursuant to the Base Closure and Realignment Act of 1990 (Public Law 101-510, Part A, Title XXXIX, 10 U.S. Code 2687 Note), dated _____, recorded as Entry No. _____, Book _____, Page _____ of Records, in the office of the County Recorder, Tooele County, State of Utah (the "Declaration").

WHEREAS, this Certificate applies to the property more particularly described in Exhibit "A" attached hereto and incorporated by reference herein (the "Parcel"); and

WHEREAS, the Parcel has been transferred by the Army to the Redevelopment Agency of Tooele City, Utah, and its successors, assigns, lessees, sub-lessees, and lenders of the RDA, or their respective successors and assigns (collectively the "RDA"), subject to land uses identified in Exhibit D to the Declaration; and

WHEREAS, the Transferee has proposed a change in the use of the Parcel which has been submitted to and approved by USEPA and UDEQ; and

WHEREAS, the RDA has completed such remediation as required, if any, by USEPA and UDEQ in accordance with applicable law and regulation, the Federal Facilities Agreement ("FFA") between the Army and the United States Environmental Protection Agency ("USEPA"), and the Utah Department of Environmental Quality ("UDEQ"), dated 16 September 1991, and all amendments thereto, and the Industrial Waste Lagoon, Post Closure Permit ("PCP") between the Army and the UDEQ, dated 7 January 1991, and all amendments thereto; and

WHEREAS, to the extent remediation was necessary, the Transferee has submitted an applicable decision document to the Army, USEPA and UDEQ; and

WHEREAS, the Transferee has received a letter or other documentation from Army, USEPA and UDEQ accepting the Transferee's certification of completion of required remediation for such Parcel, if any, and/or approval of a modification of use or restrictions pursuant to Article VIII, Section 8.4 of the Declaration, a copy of which is attached hereto as Exhibit "B" and incorporated by reference herein;

WHEREAS, such letter or other documentation allows the following modification of use or restrictions with respect to the Parcel:

EXHIBIT J

WHEN RECORDED, MAIL TO:

GROUNDWATER WARRANTY CERTIFICATE

THIS GROUNDWATER WARRANTY CERTIFICATE (the "Certificate") is issued pursuant to and in conformance with the applicable provisions of that certain Declaration of Covenants, Conditions and Restrictions for Tooele Army Depot Economic Development Conveyance Pursuant to the Base Closure and Realignment Act of 1990 (Public Law 101-510, Part A, Title XXXIX, 10 U.S. Code 2687 Note), dated _____, recorded as Entry No. _____, Book _____, Page _____ of Records, in the office of the County Recorder, Tooele County, State of Utah (the "Declaration").

WHEREAS, this Certificate applies to the parcel of property more particularly described in Exhibit "A" attached hereto and incorporated by reference herein (the "Parcel"); and

WHEREAS, the United States of America, acting through the Department of the Army (the "Army"), in conformance with the Comprehensive Environmental Response, Compensation and Liability Act, as amended 42 U.S.C. 9601, et seq. ("CERCLA"), and pursuant to a certain Federal Facilities Agreement (the "FFA") between the Army and the United States Environmental Protection Agency (the "USEPA") and the Utah Department of Environmental Quality ("UDEQ"), dated 16 September 1991, and all amendments thereto, and a certain Industrial Waste Lagoon, Post Closure Permit (the "PCP") between the Army and UDEQ, dated 7 January 1991, and all amendments thereto, is obligated to remediate groundwater environmental contamination resulting from Army activities on the Parcel, in conformance with the requirements of CERCLA, the FFA and the PCP; and

WHEREAS, the Parcel has been transferred by the Army to the Redevelopment Agency of Tooele City, Utah, and its successors, assigns, lessees, sub-lessees, and lenders of the RDA, or their respective successors and assigns (collectively the "RDA"), subject to the restrictions set forth in the Declaration applicable to the Parcel; and

WHEREAS, the Army has received a letter or other documentation from the UDEQ and the USEPA accepting the Army's certification that the remedy for groundwater is in place and has been demonstrated to be operating properly and successfully for said Parcel, a copy of which is attached hereto as Exhibit "B" and incorporated by reference herein;

JAN 9 1990

ENVIRONMENT

**MEMORANDUM OF AGREEMENT
BETWEEN THE DEPARTMENT OF ARMY
THE STATE OF UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY AND
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGARDING CONTINUING ENVIRONMENTAL RESPONSIBILITY FOR
TRANSFERRED PORTIONS OF THE TOOEELE ARMY DEPOT**

RECITALS

WHEREAS, the Parties to this Memorandum of Agreement are the U.S. Department of Army (Army); the United States Environmental Protection Agency (EPA) and the Utah Department of Environmental Quality (UDEQ) (hereafter, collectively "the Parties") and

WHEREAS, the Defense Base Closure and Realignment Act of 1990, Public Law 101-510, as amended, 10 U.S. Code 2687 Note, (BRAC), required the Department of Defense to realign the maintenance mission of the Tooele Army Depot and in connection therewith dispose of certain real property at the Tooele Army Depot, said real property being more particularly described in Attachment "1" (the Property); and

WHEREAS, the Property is part of the Tooele Army Depot, which the U.S. Environmental Protection Agency (USEPA), pursuant to Section 105 of CERCLA, 42 U.S.C. section 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register (55 Fed. Reg. 35502, 35509; August 30, 1990); and

WHEREAS, the United States, as authorized by BRAC, and implementing regulations, will transfer the Property by title to the Redevelopment Agency (the RDA) of Tooele City, and

WHEREAS, Section 334 of the 1997 Defense Authorization Act, Public Law 104-201, authorizes the transfer of contaminated property prior to the Army's completion of required response actions with the concurrence of the Governor of the State of Utah and the Administrator of the USEPA; and

WHEREAS, the Army will transfer the Property in compliance with the provisions of the Comprehensive Environmental Response, Compensation and Liability Act, as amended (CERCLA), 42 USC 9601, et. seq., and other appropriate guidelines, regulations, laws, and executive orders pertaining to the transfer of federal property; and

WHEREAS, the Army acknowledges that the Property is being conveyed to the RDA and developed by the RDA, and its successors-in-interest, for residential, commercial and industrial use, for economic development purposes, in substantial conformance with the base reuse plan for the Property promulgated by the RDA under the BRAC (the Development); and

RESPONSE & REDEVELOPMENT
ENTERED

FEB 9 1990

WHEREAS, in view of the contemplated Development, and to protect human health and the environment, the Army will declare and record protective Covenants, Conditions and Restrictions (CCRs), included as Enclosure 5 of the Finding of Suitability for Early Transfer (FOSET), which restricts the use of the Property in such a manner as to avoid potential harm to the public or the environment which may result from hazardous substances which exist on the Property, and which require future owners to allow access to and restrict certain activities on contaminated or potentially contaminated property;

NOW, THEREFORE, in consideration of the objectives set forth in this Agreement, and in accordance with all terms, conditions, limitations and exceptions provided in the appropriate rules, regulations and orders pertaining to environmental response actions on the Property, and such additional terms and conditions as set forth in this document, the Parties agree as follows:

STIPULATIONS

1. Background and Purpose: Pursuant to the BRAC, the Army expects to transfer the Property to the RDA. The draft documents accomplishing that transfer have been negotiated and reviewed by the Parties. The purpose of this memorandum of agreement is to delineate the continuing responsibility of the Army for activities on the Property related to the Federal Facility Agreement, dated September 16, 1991, the Tooele Army Depot Post-Closure Permit (PCP) dated January 7, 1991, and the continuing responsibility of the Army for activities relating to Underground Storage Tanks (USTs).
2. Responsibility for Response Actions: Despite the change in ownership of the Property, the Army will continue to be responsible for all environmental corrective, remedial, and other response actions under the FFA and PCP for existing contamination remaining on the Property. The Army will continue to hold and comply with all permits necessary to accomplish the required response actions on Property.
3. Underground Storage Tank Responsibility: The Army is currently remediating several areas immediately surrounding Building 637 on the Property that are contaminated with petroleum products that were released from USTs. The Army will continue to be responsible for the remediation of existing contamination currently present in these areas.
4. Schedules: The Army will comply with the schedules included as Tables 7-1 and 7-2 to the Environmental Response Obligations Addendum (EROA), which is included as Enclosure 4 of the FOSET. Those schedules may be amended as provided for in the FFA and the PCP.
5. CCRs Restriction Termination, Modification, and Removal: The Property will be transferred subject to the CCRs. Consistent with Article VIII of the CCRs and except as noted in paragraph 6 below, the Army will not terminate, modify or remove a restriction on a BRAC Parcel (as that term is identified in the CCRs) without receipt of a letter or other documentation from UDEQ and USEPA accepting the Army's certification that all necessary response actions for such parcel have been completed.

6. CCRs Waiver: Section 8.7 of the CCRs authorizes the Army to grant waivers to the restrictions contained in the CCRs. Consistent with the provisions of Section 8.7 of the CCRs, the Army will not grant any such waiver without first providing UDEQ notice of the particular request.

7. Access to the Property: Without limitations on any authority conferred on UDEQ by statute or regulation, and to the extent the Army will retain authority to grant access pursuant to the Deed transferring title to the Property to the RDA (the "Deed") the Army agrees to grant access to UDEQ and/or their authorized representatives to enter the Property at reasonable times for purposes consistent with the provisions of the FFA or PCP, provided UDEQ gives reasonable advance notification to the U. S. Army Project Manager and the current property owner, for the following purposes, among other things:

(a) To conduct and oversee investigations relating to contamination on or near the Property, including, without limitations, sampling of air, water, sediments, soils, and specifically, without limitations, obtaining split or duplicate samples;

(b) To oversee corrective, remedial and other response actions under the FFA and the PCP;

(c) To oversee operation and maintenance of remedial, corrective, or other response action, and any action required by the post-closure requirements of the PCP;

(d) To verify that no action is being taken on the Property in violation of the terms of the Deed or the CCRs;

(e) To conduct periodic reviews of remedial, corrective, or other response actions, including but not limited to, reviews required by applicable statutes and/or regulations;

(f) To conduct and oversee investigations relating to contamination from off-Property sources, including, without limitations, sampling of air, water, sediments, soils, and specifically, without limitations, obtaining split or duplicate samples; and

(g) To inspect and copy records, operation logs, contracts, files, photographs, sampling and monitoring data, and other documents relevant to implementation of this agreement, FFA, and PCP.

8. Assignment of easements: Under the terms of the Deed, the United States will retain easements for various purposes, including enforcement. The Deed also allows the United States to grant rights under the easements to the State of Utah. The Army agrees that it will grant rights under the enforcement easement to the State of Utah at any time upon request. This is not intended to limit or remove the Army's obligations to enforce the CCRs.

9. Funding: The Army agrees that it shall, pursuant to 42 U.S.C. § 9620(h)(3)(C)(II)(IV), submit a budget to the Director of the Office of Management and Budget that adequately addresses schedules for investigation and completion of all necessary response actions. Nothing in this amended agreement is intended to change the funding obligations and limitations in Section 18 of the Federal Facility Agreement, including limitations due to the Anti-Deficiency Act.

10. Records: Currently, all records of the Army necessary to describe the environmental condition of the Property are maintained at the Tooele Army Depot. If it becomes necessary to change that location, the Army will notify the following persons of the new location.

Regional Administrator
United States Environmental Protection Agency, Region VIII
999 18th Street, Suite 600
Denver, Colorado 80202-2466
Phone: (303) 312-6308
Fax: (303) 312-6882

Attn: Director, Division of Solid and Hazardous Waste
Utah Department of Environmental Quality
288 North 1460 West, 4th Floor
P.O. Box 144880
Salt Lake City, Utah 84114
Phone: (801) 538-6170
Fax: (801) 538-6715

11. This Agreement shall be effective as of the date of the Deed by which the United States conveys the Property to the RDA.

UNITED STATES DEPARTMENT OF THE ARMY

BY: 

Richard A. Smart
LTC, CM
Commanding
Tooele Army Depot

Date: 30 Nov 98

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

BY: 

Max Dodson
Assistant Regional Administrator
Ecosystems Protection and Remediation
U.S. Environmental Protection Agency, Region VIII

Date: 1/13/99

UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY

BY: 

~~Brent C. Bradford~~ Dianne R. Nielson
~~Deputy Director~~ Executive Director
Utah Department of Environmental Quality

Date: 12-8-98

Tooele Base Reuse and Closure
Ceremonial Deed Signing

United States Army and Tooele City
January 19, 1999

Welcome - Sidney K. Hullinger
Tooele Base Reuse and Closure Committee

National Anthem - Wendy Waller

Invocation - Chaplain James Leston
Dugway Proving Ground

Honorable Michael O. Leavitt
Governor of the State of Utah

Mayor Charlie Roberts
Tooele City Redevelopment Agency

Letter from Congressman James V. Hansen
Read by Lynn Cook, Director of Constituents Service

Max Dodson
*Environmental Protection Agency, Region VIII
Assistant Regional Administrator,
Office of Ecosystems Protection and Remediation*

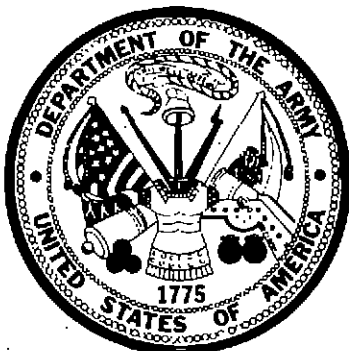
Major General Norman Williams
*Chief of Staff
U.S. Army Materiel Command*

Richard Newsome
Acting Deputy Assistant Secretary of the Army

Ceremonial Signing of the Deed

"God Bless America"
Wendy Waller

Light refreshments will be served in the Eagle's Nest Solarium



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Sunday, January 17, 1999

Format story
for printingE-mail a copy
of this story

Forward march: Army to sign over TAD to Tooele

TOOELE — The "lemons to lemonade" saga of the Tooele Army Depot's 1,700-acre North Area will get a final postscript Tuesday from senior military officials armed with pens.

They will ceremonially sign over a deed to represent the acreage and 258 assorted buildings the U.S. Army is turning over to Tooele city for conversion into a \$56 million industrial park.

The transfer ceremony will take place at TAD's "Eagles Nest" community club at 2 p.m.

Actually, the city received and recorded the property deed in December so the land could be transferred to a new owner, Endeavor Inc., which has been selected to redevelop the property.

Tuesday's signing ceremony will simply mark the conclusion of a long and complex process that began years ago when the federal government undertook the 1993 Base Realignment and Closure (BRAC) project.

The conversion of the former military property to civilian use is already well under way: In addition to the 18 private industry leases that have been signed, 550 new private sector jobs have been provided for the Tooele area.

In the years to come, city and county officials are hoping the industrial park will bring thousands of new jobs and pump a steady stream of dollars into the area's economic bloodstream.

Included in the long-range plans for the former TAD property is the conversion of an old military housing area into 1,140 affordable housing units for local residents.

Already billed as one of the BRAC's success stories, the TAD conversion marks the first time that ownership of a base of this kind has been transferred before the military's environmental cleanup efforts have been concluded.

Also expected to attend the ceremony are Environmental Protection Agency officials, Gov. Mike Leavitt, a representative from Sen. Jim Hansen's staff and Tooele officials.

Rep. Jim Hansen's staff and local officials.

[World & Nation](#) + [Utah](#) + [Sports](#) + [Business](#) + [Opinion](#) + [Front page](#)